



Agenda

**Regular Meeting of the Quality
of Life Committee
September 17, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Quality of Life Committee Meeting

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

Committee Review:

Quality of Life Committee: 09/17/2025

- b. Request for Approval of a Professional Services Contract with St. Elizabeth's Shelter Corporation for Homeless Service Response in the Total Amount of \$250,000 through June 30, 2026. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/17/2025

Finance Committee: 09/22/2025

Governing Body: 09/24/2025

- c. Request for Approval of Amendment No. 2 to Digital Media Agreement Item #24-0690A with Midwest Tape, LLC to Increase the Compensation by \$149,087.68 for a New Total Amount of \$319,997.68 for the Purchase of Digital Library Materials. (Margaret M. Neill, Library Division Director; mmneill@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/17/2025

Finance Committee: 09/22/2025

Governing Body: 09/24/2025

- d. Request for Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) STOP Violence Against Women Act Formula Grant Agreement #ISJOV W.24.00517.STOP in the Amount of \$77,211 with a Required Match of \$25,737 to Fund a Full-Time Term Position to Respond to Domestic Violence in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$77,211 from the 2025 CVRC Grant Agreement to FY26 Revenue and Expenses for the Domestic Violence Response Team.

Committee Review:

Quality of Life Committee: 09/17/2025

Finance Committee: 09/22/2025

Governing Body: 09/24/2025

- e. Request for Approval of a Donation Agreement with Homewise to Donate Las Estrellas Tract 6A for Development as Affordable Housing. (Terry Lease, Asset Development Manager, tlease@santafenm.gov).

Committee Review:

Public Works and Utilities Committee: 09/15/2025

Quality of Life Committee: 09/17/2025

Finance Committee: 09/22/2025

Governing Body: 09/24/2025

- f. CONSIDERATION OF BILL NO. 2025-19. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Signe Lindell)
A Bill Establishing a Ten (10) Year Plaza Pushcart Vendor License for which Vendors who have Completed Twenty-Five (25) Consecutive Years of Vending are Eligible to Apply. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/27/2025

Economic Development Advisory Committee: 09/03/2025

Governing Body (Public Comment): 09/10/2025

Quality of Life Committee: 09/17/2025

Finance Committee: 09/22/2025

Governing Body (Public Hearing): 10/08/2025

- g. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Jamie Cassutt, Councilor Pilar Faulkner, and Councilor Alma Casto)
A Resolution Convening a Charter Review Commission No Later than April of 2026 to Consider Mayor and City Councilor Powers. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov, Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov, and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/27/2025

Public Works and Utilities Committee: 09/02/2025

Quality of Life Committee: 09/03/2025 **POSTPONED TO A DATE CERTAIN - QUALITY OF LIFE 09/17/2025**

Finance Committee: 09/08/2025 **POSTPONED TO 09/22/2025**
Governing Body: 09/10/2025 **POSTPONED TO 09/24/2025**
Quality of Life: 09/17/2025
Finance Committee: 09/22/2025
Governing body: 09/24/2025

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 October 1, 2025
13. Adjourn

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

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, SEPTEMBER 3, 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, September 3, 2025, at 5:00 pm, by Councilor Cassutt, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Jamie Cassutt, Chair
Councilor Amanda Chavez, virtually
Councilor Michael Garcia
Councilor Pilar Faulkner, virtually
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 Michael Garcia, 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

Chair Cassutt stated that items 6 E will be postponed to the next Quality of Life meeting.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, 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. HOUSING NM PRESENTATION

Given

B. SANTA FE POLICE DEPARTMENT AXON MY90 COMMUNITY ENGAGEMENT TOOL

Given

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE AUGUST 20, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$224,394 TO RE-APPROPRIATE AGENCY'S UNUSED ONE-TIME FUNDING FROM FY25 BUDGET TO FY 26 TO SUPPORT WILDFIRE DETECTION AND PLANNING.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$251,110 TO RE-APPROPRIATE AGENCY'S UNUSED ONE-TIME FUNDING FROM THE FY25 BUDGET TO FY26 TO SUPPORT VEHICLE BARRIERS.

Approved on consent.

D. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION ADOPTING STRATEGIES TO PARTICIPATE IN SUICIDE PREVENTION AWARENESS MONTH, SEPTEMBER, BY INCREASING CITY OF

SANTA FE EMPLOYEES' AWARENESS ABOUT SUICIDE PREVENTION RESOURCES AND CALLING ON ALL SANTA FE EMPLOYERS TO PARTICIPATE IN SUICIDE PREVENTION MONTH.

Approved on consent.

- E. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION CONVENING A CHARTER REVIEW COMMISSION NO LATER THAN APRIL OF 2026 TO CONSIDER MAYOR AND CITY COUNCILOR POWERS.**

MOTION A motion was made by Councilor Chavez, seconded by Councilor Michael Garcia, to postpone this item to the Quality of Life meeting on September 17, 2025 and to change the dates for committee review to the following: Quality of Life Committee, September 17; Finance Committee, September 22, and Governing Body, September 24.

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.

- F. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION AUTHORIZING FORECLOSURE OF CERTAIN MUNICIPAL LIENS AND INVITING SANTA FE COUNTY TO ADDRESS TAX-DELINQUENT PROPERTIES WITHIN CITY LIMITS AS ADDITIONAL STRATEGIES TO ADDRESS NUISANCE PROPERTIES IN THE CITY.**

Approved on consent.

7. ACTION ITEMS: DISCUSSION AGENDA

- A. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION ADOPTING IMPROVEMENTS TO THE BUDGET PROCESS FOR THE FISCAL YEAR 2026/2027 ANNUAL OPERATING BUDGET.**

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

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to move Amendment A to the Resolution.

VOTE ON THE AMENDMENT 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.

VOTE ON THE MAIN MOTION 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.

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, SEPTEMBER 17, 2025**

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 6:41 pm.

Councilor Jamie Cassutt, Chair

Elizabeth Martin

Elizabeth Martin (Sep 8, 2025 10:53:38 MDT)

Elizabeth Martin, Stenographer



The Purchasing Memo

Date: August 12, 2025

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

From: Kristen Woods, Youth and Family Services Program Manger *KRISTEN WOODS*

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

Subject: St. Elizabeth's Shelter Corporation Homeless Services

Vendor Name: St. Elizabeth's Shelter Corporation

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of \$250,000 for Homelessness Response for a term of one year with St. Elizabeth's Shelter Corporation.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #25135 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. St. Elizabeth Shelter will provide the following services-for the City:

- Continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr., housing recently homeless and lower-income individuals in separate apartments.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure system effectivity.

They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

The funding source is split:

\$130,000:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

\$120,000:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services/1001001

Munis Object Name/Number: Service Contracts/ 510310

Budget Officer / Designee: Andy Hopkins **Date:** 08/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee:  **Date:** 08/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]

Procurement document: RFP

Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

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

Professional Services Contract

Federally required forms (list all. Examples: SAM.gov check, etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

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

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

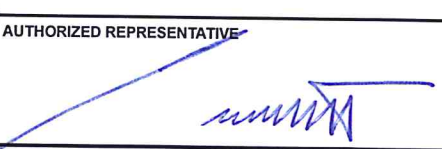
PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT
	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116
E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO
	INSURER B: NEW MEXICO MUTUAL CASUALTY
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2019-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	11253.131	01/05/2025	01/05/2026	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-102; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

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

- St. Elizabeth Shelter will continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr. housing recently homeless and lower-income individuals in separate apartments. As such:
 - a. 60 formerly homeless residents will be housed at any given time;
 - b. They will be provided with a wide range of supportive services designed to help stabilize them in a safe, secure environment and maintain their newfound housing;
 - c. An on-site program/case manager, case manager, supportive housing navigator and licensed therapist will help residents with their immediate and longer-term needs, including addressing and ameliorating their behavioral and physical health, as well as alcohol/substance abuse and other issues;
 - d. Referrals will be made on an individual basis to partnering social-service agencies specializing in the issues presented by each resident to appropriately address and alleviate them;
 - e. Staff will work with residents to counsel and teach needed life skills, such as job, financial, coping, hygiene, housekeeping, self-advocacy, etc.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure

system effectivity.:

- a. Coordinated Entry (CE) to prioritize individuals for community services,;
- b. Appointing a main point of contact for CE and by name list data entry;
- c. Obtain ongoing training for the Lead in both the NM Homeless Management Information System (HMIS), CE and by name list; and
- d. Participation in City-lead coordination efforts as appropriate.

2. Standard of Performance; Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two-hundred and fifty thousand dollars (\$250,000) , such compensation not to exceed \$250,000,. **The total amount payable to the Contractor under this Agreement, shall not exceed \$250,000**

B. Payment. The total compensation for the first year of this contract shall be \$250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization.

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

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

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The total compensation for the first year of this contract shall be \$250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice; City Opportunity to Cure.
- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

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

16. Merger

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

terms and conditions of the **RFP Number 25135, Homeless Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

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

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Kristen Woods, krwoods@santafenm.gov

To the Contractor: Martin Ruybalid, director@steshelter.org, 505-982,6611 x 107

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

CONTRACTOR:

MAYOR ALAN WEBBER

Martin Ruybalid
Martin Ruybalid (Jun 19, 2025 09:19 MDT)

MARTIN RUYBALID, Director

DATE: 06/19/2025

NMBTIN#: 85-0347650

City of SF Business License #:02-059151-00-9

ATTEST:

CITY CLERK

CITY ATTORNEY’S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 20, 2025 09:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

From: [Matt Loehman](#)
To: [WOODS, KRISTEN R.](#)
Subject: Re: City of Santa Fe - First Right of Refusal
Date: Friday, October 25, 2024 4:26:31 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Oct 25, 2024 at 4:22 PM WOODS, KRISTEN R. <krwoods@santafenm.gov> wrote:

Good Afternoon,

I am writing to see if you are interested in this Scope of Work for the City of Santa Fe:

The City's Youth and Family Services Department is seeking qualified Consultants to provide services in support of individuals experiencing homelessness and/or housing insecurity. One or more consultants will be awarded a contract. Applicants are invited to propose projects or services in need of funding that relate to one or more of the following:

- Data Collection and Analysis
- Outreach Services
- Employment Development and Programming
- Program Evaluation
- Eviction Prevention Program Development/ Facilitation
- Grant Writing
- Homeless Services/ Operations
- Substance abuse programs and services
- Medical and/or mental health services
- Other miscellaneous services to homeless individuals or related to the prevention of homelessness.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov



CITY OF SANTA FE

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[Book time to meet with me](#)

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [WOODS, KRISTEN R.](#)
Subject: RE: Determination Request
Date: Friday, October 4, 2024 1:10:21 PM

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
- -Asset over \$5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>

- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

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

Regards,

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

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

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



More Procurement, less drama ~ John Blair

From: WOODS, KRISTEN R. <krwoods@santafenm.gov>
Sent: Friday, October 4, 2024 10:18 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request

Good Morning Travis!

I am hoping you can help me get a Determination on this Scope of Work. Please let me know if you have any questions.

The City of Santa Fe has an ambitious plan to continue its critical work of addressing the homelessness crisis as a top priority. This includes leveraging and scaling the success of the Micro-Community Initiative. Consultant will offer services to create and steward the Micro-community (SOS) Advisory Council.

The work includes:

- A. Recruiting membership
- B. Managing tasks associated with meetings
- C. Communication management
- D. Facilitating meetings at least monthly
- E. Preparing presentations and other materials
- F. Coordination with stakeholders as needed
- G. Attending meetings as requested

The final deliverable will be a comprehensive resource / toolkit that is scalable and usable and contains practical information on procedures, workflow, best practices, and other information for easy replicability.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

-



CITY OF SANTA FE


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The Purchasing Memo

Date: August 6, 2025

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

From: Margaret M. Neill, Library Division Director 

Via: Maria Sanchez-Tucker, Community Services Director 

Marcella Apodaca, Business Operations Manager 

Subject: Amendment to Digital Media Agreement

Vendor Name: Midwest Tape, LLC

Munis Vendor Number: 2551

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Digital Media Agreement #24-0690 with Midwest Tape, LLC to Increase the Compensation by \$149,087.68 for a New Total Amount of \$319,997.68 to Expire on December 12, 2026. (Margaret M. Neill, Library Division Director; mmneill@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250282.

BACKGROUND AND SUMMARY:

The original agreement was approved on December 13, 2024 and assigned item # 24-0690. The agreement was amended on June 02, 2025 to expend all remaining funds at the end of FY25. This agreement is for the purchase of digital library materials.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100, Library/251

Munis Org Name/Number: Library Admin/100101, Southside Library Ops/2510104

Munis Object Name/Number: Books/Subs/Periodicals/ 530700, Book Acquisition/530750

Budget Officer / Designee: Andy Hopkins Date: 08/20/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The existing agreement expires on December 12, 2026

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 08/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Exemption Determination/Email

Vendor's Quote

Certificate of Liability Insurance (COI)

Original contract packet (with previous contract amendments)

**CITY OF SANTA FE, COMMUNITY SERVICES/LIBRARY DIVISION
AMENDMENT No. 2 TO
Contract # 25-0222**

DIGITAL MEDIA AGREEMENT

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE DIGITAL MEDIA AGREEMENT, dated December 13, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Midwest Tape (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide digital library materials.
- B. Pursuant to Article 6.6 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

COMPENSATION.

The Contract is amended to increase the amount of compensation (described in FY26 Appendix 1 as the “quote”) by a total of \$149, 087.68, so that the not-to-exceed compensation to be paid to the vendor is \$319,997.68 for a term to expire on December 12, 2026.

CONTRACT IN FULL FORCE.


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

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

CITY OF SANTA FE:

CONTRACTOR: Midwest Tape, LLC

Alan Webber, Mayor



[Sue Bascuk \(Aug 5, 2025 15:40:00 EDT\)](#)
Susan Bascuk, Vice President

DATE: _____

DATE: Aug 5, 2025

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [NEILL, MARGARET M.](#)
Subject: RE: Blanket purchase exemption
Date: Wednesday, July 16, 2025 11:09:33 AM
Attachments: [image002.png](#)
[image004.png](#)

Greetings,

These are exempt pursuant to NMSA Section, 13-1-98 (E).

E. purchases of books, periodicals, instructional materials and training materials in printed, digital or electronic format from the publishers, designated public-education-department-approved instructional material depositories or copyright holders thereof and purchases of print, digital or electronic format library materials by public, school and state libraries for access by the public;

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



"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: NEILL, MARGARET M.
Sent: Monday, June 30, 2025 10:01 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Blanket purchase exemption

Good morning, Travis.

We are working on all our agreements for FY26. Instead of requesting an exemption for each, I am requesting that you issue a blanket exemption determination for the following vendors:

Baker and Taylor
Barnes and Noble
Collected Works
Ingram
Midwest Tape
Midwest Tape/Hoopla
Overdrive
Overdrive/Kanopy

All the vendors above will be providing physical and digital materials for the library's collections, in accordance with NM 13-1-98 E.

Please let me know if this is okay. Thank you!

Margaret M. Neill (*she/her/hers*)

Library Division Director
City of Santa Fe
Office: (505) 955-6788 / Cell: (505) 479-1646
145 Washington Ave. Santa Fe, NM 87501
mmneill@santafenm.gov





P.O. Box 820 Holland, OH 43528
800-875-2785

Quote

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

Document Number **507461559**
Document Date **07/16/2025**
Customer **2000014695**
Customer PO
Payment Terms **Due Upon Receipt**

Description	Quantity	Amount	Extended Amount
Advance Digital Payment	1	149,087.68	149,087.68
Total due in USD			149,087.68

To view and/or download transactional data for the above charges, please login to your account at <https://midwesttape.com>

Remit ACH/wire payments to:
Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686


For questions on your invoice, please email us at accountsreceivable@hoopladigital.com

Date: May 22, 2025

To: Mark Scott, City Manager

From: Margaret M. Neill, Library Division Director 

Via: Maria Sanchez-Tucker, Community Services Director 

Marcella Apodaca, Business Operations Manager 

Subject: Request for Approval of Contract Amendment for Digital Materials

Vendor Name: Midwest Tape

Munis Vendor Number: 2551

ITEM AND ISSUE:

Community Services/Library respectfully requests your review and approval of Amendment #1 to 3250282 with Midwest Tape for the purchase of digital library content, such as e-books, e-audiobooks, streaming music and movies. Amendment #1 increases the amount of compensation by \$10,100.00 for a total compensation of \$170,910.00 for a term to expire on December 12, 2026.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250282

BACKGROUND AND SUMMARY:

The Library Division is requesting a contract amendment to expend all funding for digital materials. The original contract was approved in December of 2024. The original item number assigned by the City Clerk was 24-0690. The contract with Midwest Tape will expire on December 12, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Library Admin/1000101

Munis Object Name/Number: Software Subscriptions/530710

Budget Officer / Designee: Andy Hopkins **Date:** 05/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 05/28/2025

CPO Comment/Exceptions: Approved exemption on file

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]

Procurement document: Exemption Determination/Email

Vendor's Quote

Certificate of Liability Insurance (COI)

General Services Contract

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Digital Media Agreement
ITEM# 24-0690**

This AMENDMENT No. 01 (the "Amendment") amends the CITY OF SANTA FE DIGITAL MEDIA AGREEMENT, dated December 13, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Midwest Tape, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide digital library materials.
- B. Pursuant to Article 6.6 of the Contract and for good and valuable consideration, the receipt and

sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. APPENDIX 1

The Contract is amended to identify and amend Appendix 1 to the Contract (attached hereto) to increase the amount of compensation (described in Appendix 1 as the "quote") by a total of \$10,100.00, so that the total not-to-exceed compensation to be paid to the vendor is \$170,910.00.

2. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Mark Scott
Mark Scott (Jun 2, 2025 12:59 MDT)
MARK SCOTT, CITY MANAGER

DATE: 06/02/2025

CONTRACTOR:
Midwest Tape, LLC

Susan Bascuk
Susan Bascuk (May 20, 2025 12:27 EDT)
SUSAN BASCUK, VICE PRESIDENT

DATE: 05/20/2025
CRS# _____

ATTEST:

Andrea Salazar
ANDREA SALAZAR (Jun 2, 2025 16:48 MDT)
CITY CLERK

ASW

CITY ATTORNEY'S OFFICE:

Pm
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR



P.O. Box 820 Holland, OH 43528
800-875-2785

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

	Quote
Document Number	506265383
Document Date	10/31/2024
Customer	2000014695
Customer PO	
Payment Terms	

Description	Quantity	Amount	Extended Amount
Advance Digital Payment	1	160,810.00	160,810.00
Total due in USD			160,810.00

To view and/or download transactional data for the above charges, please login to your account at <https://midwesttape.com>

Remit ACH/wire payments to:
Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com



P.O. Box 820 Holland, OH 43528
800-875-2785

Remittance Advice

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

Document Number **507102620**
Document Date **04/29/2025**
Customer **2000014695**
Customer PO
Payment Terms **Due Upon Receipt**

Description	Quantity	Amount	Extended Amount
Advance Digital Payment	1	10,100.00	10,100.00
Total due in USD			10,100.00

To view and/or download transactional data for the above charges, please login to your account at <https://midwesttape.com>

Remit ACH/wire payments to:
Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

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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.

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Botanical Services
- Call Center Services
- Car Washing
- Clerical Data Entry
- Computer Refurbishing
- Courier Services
- Debris Removal
- Decontamination, Sanitation and Sterilization Services
- Dishwashing Services
- Document Imaging
- Document Shredding
- Envelope Stuffing
- Event Planning
- General Labor
- Greeting Services
- Hard Drive Destruction
- Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services
- Kit Assembling
- Landscape Irrigation
- Landscaping

- Lobby Attendant
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Moving Services
- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Snow Removal
- Transcription Services
- Transportation
- Wildlife Services Management
- Yard, Grounds, and Lawn Maintenance

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [NEILL, MARGARET M.](#)
Subject: RE: Purchasing Exemption Request-Midwest Tape LLC
Date: Tuesday, July 9, 2024 11:34:45 AM
Attachments: [image003.png](#)

Margaret, this is exempt per NMSA 1978, Section 13-1-98 (E).

Thank you.

Regards,

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

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

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



From: NEILL, MARGARET M. <mmneill@santafenm.gov>
Sent: Tuesday, July 9, 2024 10:49 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Purchasing Exemption Request-Midwest Tape LLC

Good morning, Travis.

I am requesting a purchasing exemption for Hoopla, dba Midwest Tape LLC. Midwest Tape is one of two primary vendors we use to purchase access to digital materials. We have not yet allocated funds for FY25, but the estimate for Hoopla is \$180,000.00, using a mix of state funding and general fund money.

I am requesting to use NM Stat § 13-1-98 -E (2023): purchases of books, periodicals, instructional materials and training materials in printed, digital or electronic format from the publishers, designated public-education-department-approved instructional material depositories or copyright holders thereof and purchases of print, digital or electronic format library materials by public, school and state libraries for access by the public;

Thank you for your time and attention to this request.

Margaret M. Neill (*she/her/hers*)

Library Division Director

City of Santa Fe

Office: (505) 955-6788 / Cell: (505) 479-1646

145 Washington Ave. Santa Fe, NM 87501

mmneill@santafenm.gov



Santa Fe Public Library

Community Services Department, City of Santa Fe, New Mexico

Trustee by Jerry Johnson



P.O. Box 820 Holland, OH 43528
800-875-2785

Remittance Advice

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

Document Number **507102620**
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Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/06/2025

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

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

PRODUCER USI Insurance Services, LLC CL 200 N. Saint Clair Street Suite 1400 Toledo, OH 43604	CONTACT NAME: Jennifer Lake, CISR	
	PHONE (A/C, No, Ext): 567-803-4414	FAX (A/C, No):
E-MAIL ADDRESS: Jennifer.Lake@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Transportation Insurance Company		20494
INSURER B : Continental Insurance Company		35289
INSURER C : Continental Casualty Company		20443
INSURER D : Midwest Employers Casualty Company		23612
INSURER E : Westchester Surplus Lines Insurance Co.		10172
INSURER F :		
INSURED Midwest Tape, LLC P.O. Box 820 Holland, OH 43528-0820		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR OH Stop Gap \$1mi/\$1mi/\$1mi GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6071847392	05/09/2025	05/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6071847408	05/09/2025	05/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6071847425	05/09/2025	05/09/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC671847411	05/09/2025	05/09/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				EWC009148	05/09/2025	05/09/2026	E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	F15620304005	05/09/2025	11/09/2025	\$5,000,000/\$100K ret


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

For Operations of Named Insured.

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



Date: October 28, 2024

To: John Blair, City Manager 
John Blair (Nov 1, 2024 16:01 MDT)

From: Margaret M. Neill, Library Division Director 
Margaret Neill (Oct 31, 2024 15:29 MDT)

Via: Maria Sanchez Tucker, Community Services Director *Maria Tucker*

Subject: Request for Approval of Contract for Purchase of Digital Content

Vendor Name: Midwest Tape

Munis Vendor Number: 2551

ITEM AND ISSUE:

Community Services/Library Division respectfully requests your review and approval of a contract in the total amount of \$160,810.00 for the purchase of digital content such e-books, e-audiobooks and digital magazines for library use. Purchase of library materials in either digital or print form is exempt per NMSA 13-1-98-E (2013).

- 2510101.530700 (GO Bond): \$21,200.00
- 2510104.530700 (Southside Books/Subs): \$17,000.00
- 2510104.530750 (QOL Book Acq): \$100,00.00
- 2550101.530750 (Southside Book Acq): \$22,610.00

CONTRACT NUMBER:

3250282

BACKGROUND AND SUMMARY:

Santa Fe Public Library provides access to a variety of informational and entertainment materials in multiple formats as part of its mission to provide access to information. Hoopla offers digital e-book, e-audio & e-magazine downloads to personal devices like smart phones and tablets and is one of the largest and most established digital material companies for libraries.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

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

Per NMSA 1978, Section 13-1-98 (E) purchases of physical or digital library books and materials are exempt.

Chief Procurement Officer (CPO) / Designee: *Shu J. [Signature]* **Date:** Nov 1, 2024
CPO Comment/Exceptions: approved exemption on file

FUNDING SOURCE:

Fund Name/Number: Library Fund/251; Quality of Life Fund/255

Munis Org Name/Number: Library Programs/2510101; SSLibrary Ops/2510104; QOL-Library/2550101

Munis Object Name/Number: Books/Subscripsts/Periodicals/530700; Book Aquisition/530750

Budget Officer / Designee: *Andy Hopkins* **Date:** Nov 1, 2024
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: Yes | No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? Yes | No

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

Vehicles included? Yes | No

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

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

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

Capital Asset* or Project** Yes | No

Project Ledger #: _____
(*will this procurement result in a tangible item that costs more than \$5,000?)
(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

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

Is this a Grant Funded Purchase? Yes | No

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

ATTACHMENTS:

Procurement Document: Exemption Determination/Email

Vendor's Quote

Software Contract

Professional/General Service Contract

Vendor Quote

Certificate of Liability

Horizons declination

CPO Service Determination Email

GO Bond Bar Packet

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.

Please note that the Council is in the process of reviewing and adding services that are suitable for State Use and services may be added or removed from this list in the future.

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- Auctioneering Services
- Bulk Mailing and Sorting
- Botanical Services
- Call Center Services
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- Debris Removal
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- Document Shredding
- Envelope Stuffing
- Event Planning
- General Labor
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- Janitorial and Housekeeping Services - Including COVID-19 Disinfecting and other Disinfecting Services
- Kit Assembling
- Landscape Irrigation
- Landscaping

- Lobby Attendant
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Moving Services
- Pest Control and Extermination Services
- Plant Rental Services
- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Snow Removal
- Transcription Services
- Transportation
- Wildlife Services Management
- Yard, Grounds, and Lawn Maintenance

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [NEILL, MARGARET M.](#)
Subject: RE: Purchasing Exemption Request-Midwest Tape LLC
Date: Tuesday, July 9, 2024 11:34:45 AM
Attachments: [image003.png](#)

Margaret, this is exempt per NMSA 1978, Section 13-1-98 (E).

Thank you.

Regards,

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

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

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



From: NEILL, MARGARET M. <mmneill@santafenm.gov>
Sent: Tuesday, July 9, 2024 10:49 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Purchasing Exemption Request-Midwest Tape LLC

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Thank you for your time and attention to this request.

Margaret M. Neill (*she/her/hers*)

Library Division Director

City of Santa Fe

Office: (505) 955-6788 / Cell: (505) 479-1646

145 Washington Ave. Santa Fe, NM 87501

mmneill@santafenm.gov



Santa Fe Public Library

Community Services Department, City of Santa Fe, New Mexico

Trustee by Jerry Johnson

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HOUSE BILL 430
54TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2019
INTRODUCED BY
Linda M. Trujillo

AN ACT

RELATING TO PROCUREMENT; PROVIDING EXEMPTIONS FROM THE
PROCUREMENT CODE FOR CERTAIN LIBRARY, PUBLISHING AND
DISTRIBUTION PURCHASES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 13-1-98 NMSA 1978 (being Laws 1984,
Chapter 65, Section 71, as amended) is amended to read:

"13-1-98. EXEMPTIONS FROM THE PROCUREMENT CODE.--The
provisions of the Procurement Code shall not apply to:

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;

B. procurement of tangible personal property or

.212549.1SA

underscoring material = new
~~[bracketed material] = delete~~

underscored material = new
~~[bracketed material] = delete~~

1 services for the governor's mansion and grounds;

2 C. printing and duplicating contracts involving
3 materials that are required to be filed in connection with
4 proceedings before administrative agencies or state or federal
5 courts;

6 D. purchases of publicly provided or publicly
7 regulated gas, electricity, water, sewer and refuse collection
8 services;

9 E. purchases of books, periodicals and training
10 materials in printed or electronic format from the publishers
11 or copyright holders thereof and purchases of print, digital or
12 electronic format library materials by public, school and state
13 libraries for access by the public;

14 F. travel or shipping by common carrier or by
15 private conveyance or to meals and lodging;

16 G. purchase of livestock at auction rings or to the
17 procurement of animals to be used for research and
18 experimentation or exhibit;

19 H. contracts with businesses for public school
20 transportation services;

21 I. procurement of tangible personal property or
22 services, as defined by Sections 13-1-87 and 13-1-93 NMSA 1978,
23 ~~by the corrections industries division of the corrections~~
24 department pursuant to rules adopted by the corrections
25 industries commission, which shall be reviewed by the

.212549.1SA



P.O. Box 820 Holland, OH 43528
800-875-2785

Quote

Santa Fe Public Library (NM)
Digital Account
145 WASHINGTON AVE
SANTA FE NM 87501

Document Number **506265383**
Document Date **10/31/2024**
Customer **2000014695**
Customer PO
Payment Terms

Description	Quantity	Amount	Extended Amount
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Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com

hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this ____ day of _____, 20__ ("Effective Date") by and between the City of Santa Fe (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers; and

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS.** The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

1.1 "Digital Media Platform" means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

1.2 "Digital Titles" means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

1.3 "Flex Borrow" or "Flex Circulation" means a one-copy/one-user ("OCOU") Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a "OCOU" license owned or controlled by the Library.

1.4 "Flex License" means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

1.5 "hoopla Application" means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

1.6 "hoopla Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

1.7 “Instant Borrow” or “Instant Circulation” means a pay-per-use (“PPU”) Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title (or to obtain access to a “Binge Pass”) pursuant to a PPU license that is paid for by the Library.

1.8 “Instant License” means a pay-per-use license (“PPU License”), as set forth in the attached Appendix 2.

1.9 “Intellectual Property Rights” means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under any applicable laws.

1.10 “Library Administration Website” means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 “Library Online Catalog” means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 “Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 “Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 “Pre-Owned Content” has the meaning set forth in Appendix 2.

1.15 “Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.16 “Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.17 “Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library RIGHTS & OBLIGATIONS.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform, including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by or on behalf of Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles under the terms of this Agreement. Accordingly, the Library may not offer any Digital Titles as a performance to Patrons or the general public, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed and in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, express or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with its performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced to the Library by Midwest Tape after each purchase), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance.

3.2 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.3 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days. If any period of such suspension exceeds 30 days, the non-breaching Party may terminate this Agreement by providing the other Party with written notice of such action.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Title Summaries and Promotional Data; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. During the Term, Midwest Tape and/or its Service Partners will provide for the following: (a) hosting of and support for the Platform as provided in this Agreement; (b) designation of an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) Library access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings and user-advisory settings, usage dashboard, and reporting.

5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla Vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. The Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla may be modified at any time by Midwest Tape in its sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. To support the Platform, Midwest Tape will (a) maintain help files, information, and other appropriate documentation and training materials; (b) undertake reasonable efforts to help the Library perform its obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform; (c) supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform; and (d) make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). It is acknowledged and agreed that Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided to Patrons will be in its sole discretion.

During the Term, Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside its control. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.3 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired and right or interest in or to any such Confidential Information. This Section 6.5 shall not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.4 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.5 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:
Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Santa Fe Public Library
Margaret Neill, Library Division Director
145 Washington Ave.
Santa Fe, NM 87501
mmneill@santafem.gov
(505) 955-6788

6.6 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.7 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.8 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.9 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

6.10 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

The CITY OF SANTA FE

MIDWEST TAPE, LLC

By: 
Randy Randall (Dec 13, 2024 14:22 MST)

By: 

Print Name: Randy Randall

Print Name: SUSAN BAGARIK


Print Title: Interim City Manager

Print Title: Vice Pres.

Date Signed: _____

Date Signed: 9/9/24

Attest:


Andrea Salazar (Dec 10, 2024 14:25 MST)
CITY CLERK XIV

City Attorney's Office:

 Oct 1, 2024
ASSISTANT CITY ATTORNEY

Finance:


EMILY OSTER,
FINANCE DIRECTOR

Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An Instant Title is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via PPU Circulations , otherwise referred to as Instant Borrows , each of which allows a user to stream, download, and/or access the chosen Instant Title, or collection of Titles (e.g., a "Binge Pass", described below), for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one Instant License to authorize that particular borrow. A " Binge Pass " is an Instant Borrow that provides the borrower access to a collection of titles, either directly through hoopla or through a third-party website or application.	A Flex Title is only available to one user at a time, via a digital OCOU Circulation , otherwise referred to as a Flex Borrow . If the Library has an available Flex License to a Flex Title, a Patron may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, music, and magazines). Binge Passes are available only for select titles and may not be available for all formats.	Currently available only for audiobooks and eBooks.
Payment obligations	A PPU-Circulation Fee is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether	Where available, Flex Licenses may be ordered via the hoopla Digital Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

	Instant Borrows	Flex Borrows
<i>(continued)</i>	the borrowed content is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible. Therefore, if a user requests an Instant Title, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply. (Note that this priority does not apply to Instant Borrows of Binge Passes. Users may borrow Binge Passes regardless of whether select titles within the Binge Pass may be available as Flex Licenses.)	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows of Instant Titles when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (Pre-Owned Content), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's use hereunder. The Library is responsible for (1) providing an accurate list of Pre-Owned Content for Midwest Tape's review (consistent with Appendix 3), and (2) notifying the owner and/or licensor of such Pre-Owned Content when the Pre-Owned Content is to be removed. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

Appendix 3

Procedure for Pre-Owned Content ("POC")

1. Library to provide inventory of POC.
Promptly on or after the Effective Date, Library shall provide to Midwest Tape a written inventory of Pre-Owned Content (if any) that the Library has obtained prior to the Effective Date or otherwise outside the scope of this Agreement.
2. Format of inventory and additional information regarding POC.
The written inventory shall be provided in table format as set forth in Part 1 of Schedule 1, or in another mutually agreeable format, and shall include the following information, for each license comprising Library's Pre-Owned Content:
(1) the title, format (eBook or Audiobook), author(s), street date, publisher, ISBN number;
(2) the date of purchase of the license, and the license type (e.g., Perpetual license, Limited Borrows license, Limited Time Period license, Limited Borrows & Time Period license);
(3) the rights that Library has to that copy of the work, including the term and expiration date (if any) of the license and any other metering or other limitations on the term of the license (e.g., borrow limit), including the amount of time and/or number of borrows already used, as well as number of borrows remaining available, for the license as of the date of transfer; and
(4) the name and contact information of the company or other entity from which Library obtained the license (or, if the Library owns the copyright in a work, a statement identifying Library's ownership of such work).
Library agrees to work in good faith to effectuate the assignment and transfer of Library's rights in such Pre-Owned Content to Midwest Tape, including, but not limited to notifying the owner and/or licensor of such Pre-Owned Content when the content is transferred. Upon request, Library also shall provide Midwest Tape with copies of any licenses, purchase orders, agreements, or any other documents reflecting Library's purchase or license of any Pre-Owned Content.
Warranty by Library regarding POC Rights: Library represents and warrants that it owns the rights and licenses in and to the Pre-Owned Content set forth in Schedule 1 to Appendix 3, and that unless specifically stated in the Schedule, Library is authorized to assign or otherwise transfer such Pre-Owned Content to Midwest Tape as provided for under the terms of this Agreement.
3. Assignment by Library of Rights in POC
As set forth on Schedule 1 to this Appendix 3, to the extent that Library has licensed any Pre-Owned Content, Library assigns and transfers its rights in or to such Pre-Owned Content to Midwest Tape for the purpose of allowing Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the hoopla Platform. Similarly, if and to the extent that Library owns the copyright to any content that may be made available to Patrons via the Digital Media Platform, Library hereby grants Midwest Tape a fully paid, royalty-free license to include such content in the Digital Media Platform and to make such content available via the Digital Media Platform without charge, and Library represents and warrants that such content does not infringe the copyright, trademark, or other rights of any third party. To the extent that Library cannot assign or otherwise transfer its rights in or to any Pre-Owned Content to Midwest Tape, Library grants Midwest Tape the exclusive right to negotiate with the owner and/or licensor of such Pre-Owned Content on Library's behalf, to obtain an assignment, transfer, license or any other rights necessary to allow Midwest Tape to store, display, reproduce, grant rights of access to, convert, encode, distribute or otherwise administer and make such Pre-Owned Content available to Patrons via the Digital Media Platform.
4. Efforts to include POC on the hoopla Platform to the extent possible.
Upon receipt of the Library's Inventory of Pre-Owned Content, Midwest Tape will work to assess the extent to which it can include some or all of the Pre-Owned Content via the Platform. Library acknowledges and agrees that: (i) Midwest Tape's ability to offer Pre-Owned Content on the Platform depends upon factors outside of Midwest Tape's control, including without limitation the scope and assignability of the Pre-Owned Content; and (ii) Midwest Tape does not represent or warrant that any or all Pre-Owned Content can or will be made available through the Platform. If Midwest Tape determines, in its sole discretion, that any Pre-Owned Content may be made available to Library's Patrons on the Platform, Midwest Tape will arrange to provide such Pre-Owned Content subject to the terms and conditions set forth in Library's existing licenses for such Pre-Owned Content or on such other terms and conditions that Midwest Tape may obtain from the owner of such Pre-Owned Content.

Schedule 1 to Appendix 3 of hoopla® Digital Media Agreement

Certified List of Pre-Owned Content to be Transferred to Midwest Tape

Part 1 – List Format: *Library to provide a table, in Excel or CSV format, listing each OCOU License to be transferred to Midwest Tape as Pre-Owned Content. The table shall include the fields shown below:*

Field
Library Name
Book Title
Format (eBook, Audiobook)
Edition
Series Name (if applicable)
Author/Creator 1
Author/Creator 2 (if applicable)
Street Date
Publisher
Vendor
Vendor Content ID
ISBN
Bib ID
License Number
Date Purchased
License Type: (Perpetual; Limited Borrows; Limited Time Period; Limited Borrows & Time Period)
License Period Start date (if applicable)
License Period Expiration Date (if applicable)
Borrows Permitted (if applicable)
Borrows Used (if applicable)
Borrows Remaining (if applicable)

Part 2 – Delivery of List: *Library to complete the table below prior to email delivery of list to Midwest Tape:*

Filename:	<i>exact filename, including file extension (.xlsx, .csv)</i>
Sent From:	<i>sender's name & email</i>
To:	<i>[designate email address for receipt of POC Lists]</i>
Date & Time:	<i>use format: February 22, 2022 at approximately 2:22 PM</i>

Part 3 – Certification: *To be completed and signed by an authorized representative of Library. Attach a copy of this completed and signed Schedule 1 to the email noted in Part 2, above:*

The list provided as set forth above is, as of the date set forth below, a complete and accurate account of the Library's Pre-Owned Content as defined herein. With respect to Pre-Owned Content provided here or subsequently added by mutual written consent of the Parties, the Library hereby assigns and transfers to Midwest Tape any and all rights, title, and interests in the licenses necessary in order to enable Midwest Tape to make the Pre-Owned Content available to the Library's Patrons via the hoopla Platform, including as set forth in Section 2 and/or Appendix 3 of the Agreement. The undersigned certifies that they are a representative of the Library and duly authorized to make the foregoing representations on its behalf.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Library Name: _____

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between Midwest Tape, LLC (Contractor) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

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

APPLICABLE LAW; CHOICE OF LAW; VENUE

CONTRACTOR shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CITY of Santa Fe. In any action, suit or legal dispute arising from this Agreement, CONTRACTOR agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

RELEASE

CONTRACTOR, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has

express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

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

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (Nov 1, 2024 16:01 MDT)

John Blair, City Manager

Date: Nov 1, 2024

CONTRACTOR:
Midwest Tape, LLC

Susan Basco

Name: Susan Basco

Title: Vice Pres.

Date: 9/9/24

Attest:

Andrea Salazar
Andrea Salazar (Dec 15, 2024 14:25 MST)

City Clerk XIV

City Attorney's Office:

[Signature]
Assistant City Attorney

Approved for Finances:

Emily K. Oster
Emily Oster, Finance Director






hoopla Agreement Signed

Final Audit Report

2024-10-01

Created:	2024-10-01
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADIhOYatMO13kCszWuIJS61GChuYYMya

"hoopla Agreement Signed" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
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-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-10-01 - 10:45:46 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-10-01 - 10:46:49 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-10-01 - 10:47:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-01 - 10:47:17 PM GMT



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hoopla Agreement Signed

Final Audit Report

2024-10-03

Created:	2024-10-03
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ00AF4BceH4rLqdo8rNnuDC_zYdzB638

"hoopla Agreement Signed" History

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2024-10-03 - 5:44:38 PM GMT
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-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-10-03 - 5:45:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-10-03 - 5:45:37 PM GMT



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State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Department of Cultural Affairs

407 Galisteo St. Bataan Memorial Bld.
Suite 264
Santa Fe NM 87501
United States

Dispatched

Purchase Order 50500-0000052307	Date 08-06-2024	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Emmanuel Castillo	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 1209 Camino Carlos
Rey
Garey Carruthers
Santa Fe NM 87507
United States

Bill To: 1209 Camino Carlos Rey
Garey Carruthers
Santa Fe NM 87507
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	----------	-----	----------	--------------	----------

1 - 1	2022 GO Bonds Allocation ATD for Santa Fe Public Library 50500-89200-A22G5372-547400- - - -92436-G5372	1.00	EA	\$345,185.71	\$345,185.71	08/06/2024
-------	--	------	----	--------------	--------------	------------

Attention: LAUREN CONLEY

Schedule Total \$345,185.71

Item Total \$345,185.71

Total PO Amount \$345,185.71

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. **GENERAL:** When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
 - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **STATE FURNISHED PROPERTY:** State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. **DISCOUNTS:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **COMMERCIAL WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **TAXES:** The unit price shall exclude all State taxes.
10. **PACKING, SHIPPING AND INVOICING:**
 - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **NON-COLLUSION:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. **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 bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. **PAYMENT FOR PURCHASES:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. **WORKERS COMPENSATION:** The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. **GENERAL SERVICES STATEWIDE PRICE AGREEMENT:** Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

Log # {Finance use only}:	BA002752
Journal # {Finance use only}:	pd 11 JE 1197

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

DEPARTMENT / DIVISION NAME Community Health and Safety / Library				DATE 3/27/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Books, Subscriptions Periodicals	2510101	530700	LIB2425103	245,000	
Software Subscriptions	2510101	530710	LIB2425103	5,000	
Furniture Fixtures InvExempt	2510101	572000	LIB2425103	23,000	
Data Processing Equip InvExempt	2510101	572800	LIB2425103	72,186	
REVENUES				{enter as negative #}	{enter as positive #}
Revenue 2022 GO Bond for Libraries	2510101	490230		(345,186)	

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

\$ 0 \$ -

This BAR is to budget the 2022 GO Bond. The 2022 General Obligation Bond was passed by NM citizens to benefit NM libraries. The purpose of this award is to supplement local funding for library materials, equipment and supplies that provide or enhance access to information for library patrons. This BAR breaks down amounts into accounts as the library is allowed according to the terms and conditions of this award.

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

Marcella Apodaca <i>MA</i> Prepared By (print name)	04/23/24 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andy Hopkins Budget Officer	Apr 25, 2024 Date
Margaret Neill Division Director Signature {optional}	Apr 24, 2024 Date	CITY COUNCIL APPROVAL City Council Approval Date	Finance Director {≤ \$5,000}	Date
Maria Tucker Department Director Signature	Apr 24, 2024 Date	Agenda Item #	City Manager {≤ \$60,000}	Date

05/08/24

#9-e


Midwest Tape-Hoopla Contract Packet

Final Audit Report

2024-10-31

Created:	2024-10-31
By:	BEVERLY CRESPIAN (bjcrespin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJk1hpUGUICBYZTit6k8k_dnGT8d8mz6J

"Midwest Tape-Hoopla Contract Packet" History

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-  Email viewed by Margaret Neill (mmneill@santafenm.gov)
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-  Document e-signed by Margaret Neill (mmneill@santafenm.gov)
Signature Date: 2024-10-31 - 9:29:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Maria Tucker (metucker@ci.santa-fe.nm.us) for signature
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-  Email viewed by Maria Tucker (metucker@ci.santa-fe.nm.us)
2024-10-31 - 9:45:40 PM GMT- IP address: 172.59.1.184
-  Document e-signed by Maria Tucker (metucker@ci.santa-fe.nm.us)
Signature Date: 2024-10-31 - 9:46:12 PM GMT - Time Source: server- IP address: 172.59.1.184
-  Agreement completed.
2024-10-31 - 9:46:12 PM GMT



The Purchasing Memo

Date: June 24, 2025

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

From: Sandra Emory, Youth and Family Services Program Manager *Sandra Emory*

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

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator *SVT*
Sierra Trujillo (Jun 25, 2025 07:59 MDT)

Subject: VAWA Grant FY26

ITEM AND ISSUE:

Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) STOP Violence Against Women Act (VAWA) Formula Grant Agreement #15JOVW.24.00517.STOP in the Amount of \$77,211 with a Required Match of \$25,737 to Fund a Full-Time Term Position to Respond to Domestic Violence in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$77,211 from the 2025 CVRC Grant Agreement to FY26 Revenue and Expenses for the Domestic Violence Response Team.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiative focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase offender accountability in Santa Fe through the development of a specialized Domestic Violence-Specific Response Team (DVRT). Key objectives include training and deploying a team, including a domestic violence response specialist. These efforts aim to establish a robust framework for addressing domestic violence effectively within the community.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreement in May and this will be year one of a four year renewable grant.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: 2400122

Munis Object Name/Number: Dept. of Justice VAWA thru CVRC/ 490555

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

Budget Officer 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: New Mexico Crime Victims Reparation Commission

Approval: ERIKA LUJAN Title: Grant Manager Date: 07/02/2025

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: YFD2624001

Approval: Emily K. Oster Title: Finance Director Date: 07/03/2025

Comment/Exceptions: _____

ATTACHMENTS:

Grant agreement

Project ledger

BAR

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION

MICHELLE LUJAN GRISHAM
GOVERNOR



FRANK ZUBIA
DIRECTOR

May 22, 2025

RE: STOP Violence Against Women Formula Grant Program
Final Award Contract Federal Grant #15JOVW-24-GG-00517-STOP

Dear City of Santa Fe:

Congratulations once again on your agency being selected to receive a STOP Violence Against Women Act (STOP VAWA) federal subgrant award. The approved award amount is \$77,211.00 and the required match is \$25,737.00. The awards were approved at the May 22, 2025 Commission Meeting and are now final. This award period will begin July 1, 2025 and end June 30, 2026. This funding is for year one (1) of the 4-year grant cycle.

The week of June 9, 2025, you will receive an email from DocuSign with a link to the contract. Please digitally sign the contract through DocuSign before submitting your first invoice. You will have access to the award in WebGrants on or before the first invoice is due on August 11, 2025. If you do not receive the email from DocuSign or would like technical assistance, please contact me at (505) 709-0485 or Kristin.Wood-Hegner@cvrc.nm.gov or Grants Bureau Chief, Donna Richmond, at (505) 795-4486 or Donna.Richmond@cvrc.nm.gov.

As part of our grant monitoring policies and procedures we are in the process of reviewing or have reviewed your agency's most recent audit report. Audit reports are reviewed in their entirety. Agencies with unfavorable audit reports issued, material weaknesses, and/or significant deficiencies will have additional monitoring requirements.

- Your agency must maintain all source documents on file and be able to present them for desk or site audit.
- Submit invoices monthly.
- Submit time and activity sheets for all federal and match employees.

We appreciate your assistance and compliance with the additional financial monitoring within your agency. It is our collective duty to ensure that we are all good stewards of the funding we monitor and receive.

If you have any questions or need any technical assistance during the grant year, please do not hesitate to contact our office. We look forward to working with you this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristin Wood-Hegner".

Kristin Wood-Hegner
VAWA Grant Administrator
New Mexico Crime Victims Reparation Commission
Kristin.Wood-Hegner@cvrc.nm.gov
(505) 709-0485



**STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
FY 2026 STOP Violence Against Women Act Formula Grant Special Conditions**

	STATE OF NEW MEXICO CRIME VICTIMS REPARATION COMMISSION <u>STOP Violence Against Women Formula Grant Program</u>	Subrecipient Award FY2026
1. SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) City of Santa Fe PO Box 909 Santa Fe, NM 87501, NM	6. PROJECT TITLE OVW FY 2024 STOP Violence Against Women Formula Grant Program	
2. SUBRECIPIENT IRS/TAX ID NO. 85-6000168	7. FEDERAL AWARD NUMBER: 15JOVW-24-GG-00517-STOP	
3. SUBRECIPIENT UEI NO. QLN2YKMMJ8X6	8. AWARD EFFECTIVE: 07/01/2025	
4. APPROVED INDIRECT COST RATE (IF APPLICABLE) NA	9. SUBGRANT AWARD NUMBER: 2026-WF-309	
5. METHOD OF PAYMENT Reimbursement	10. PROJECT PERIOD: FROM 07/01/2025 TO 06/30/2026 BUDGET PERIOD: FROM 07/01/2025 TO 06/30/2026	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. §§ 10441, 10446 – 10451 (OVW-STOP) The New Mexico Crime Victims Reparation Commission FY26 STOP VAWA Formula Grant in the amount of \$1,445,872.00 for the award period 07/01/2024 to 6/30/2026, the Subrecipient federal award amount for this project period comes from this federal allocation.	11. PREVIOUS AWARD AMOUNT: \$0.00 12. SUBRECIPIENT FEDERAL AWARD AMOUNT: \$77,211.00 SUBRECIPIENT MATCH REQUIREMENT: \$25,737.00 TOTAL FEDERAL AWARD: \$77,211.00	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.588 - Violence Against Women Formula Grants		
15. SPECIAL CONDITIONS This award is not a R & D award. The above subgrant project is approved subject to such conditions or limitations as are set forth on the attached page(s).		
16. City of Santa Fe signifies acceptance of this STOP VAWA Formula award in accordance with the applicable rules and regulations as set forth in the State and Federal Guidelines and in adherence to the special conditions provided.		
AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE	
17. NMCVRC AUTHORIZED OFFICIAL Frank Zubia, Director	21. NAME AND TITLE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT Emily Oster	
18. SIGNATURE OF AUTHORIZED OFFICIAL	22. SIGNATURE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT 	
19. NMCVRC COMMISSION CHAIR David Karst, Chairman	23. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div> Mark Scott , City Manager	
20. SIGNATURE OF COMMISSION CHAIR	24. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL	

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

09/09/2025



STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
FY 2026 STOP Violence Against Women Act Formula Grant Special Conditions

New Mexico Crime Victims Reparations Commission
STOP VAWA Formula Grant Program
Subrecipient Grant Agreement

BETWEEN: New Mexico Crime Victims Reparations Commission (Recipient)
6200 Uptown Blvd NE, Suite 210
Albuquerque, NM 87110

AND: City of Santa Fe (Subrecipient)
PO Box 909
Santa Fe, NM 87501

PROJECT START DATE: July 1st, 2025

Grant Award Provisions

1. Legal Basis of Award. Pursuant to 10 NMAC 40.3, NMCVRC is authorized to enter into a grant agreement and to make an award, from funds received under the federal Violence Against Women Reauthorization Act of 2022 (“VAWA”), to Subrecipient for the purposes set forth herein.
2. Agreement Parties. This Grant Award Agreement, hereafter referred to as “Award,” is between NMCVRC and the forenamed Subrecipient.
3. Effective Date. When all parties have duly executed this Award, and all necessary approvals have been obtained, this Award shall be effective and have a Project start date of **July 1st, 2025** and a Project end date of **June 30th, 2026**.
4. Subrecipient Administration. By signing and agreeing to this Award, Subrecipient will administer the project for which this Award is given in accordance with the applicable rules, regulations and conditions as set forth in Federal and State Guidelines. In addition, the following Special Conditions must be followed. By accepting this Award, the Subrecipient assumes the following administrative and financial responsibilities:
 - I. **PAYMENT:** Payment is on a reimbursement basis.
 - II. **TERMINATION:** This Award may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.
 - III. **RECORDS AND AUDIT:** Detailed expenditure records must be maintained. These records shall be subject to inspection by the New Mexico Crime Victims Reparation Commission (NMCVRC) and its representative(s), and the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Violence Against Women (OVW). NMCVRC shall have the right to audit the expenditures both before and after payment. Payment under this Award shall not foreclose the right of NMCVRC to recover excessive and/or illegal payments.
 - IV. **ASSIGNMENT:** Subrecipient shall not assign or transfer any interest in the Award without prior written approval from NMCVRC.
 - V. **AMENDMENTS:** This Award shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
 - VI. **EQUAL OPPORTUNITY COMPLIANCE:** Subrecipient agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. Subrecipient agrees that no person shall, on the basis of actual or perceived race, color, national origin, sex, religion, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Subrecipient agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the Award.
 - VII. **EFFECTIVE DATE:** The start and end dates of the STOP VAWA grant are set forth in the approved program of the State of New Mexico Grant Application. Organizations that do not



STATE OF NEW MEXICO
 CRIME VICTIMS REPARATION COMMISSION
FY 2026 STOP Violence Against Women Act Formula Grant Special Conditions

adhere to these responsibilities will be in violation of the terms of this Award and STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of Award. **This award may be used for a period starting July 1st, 2025, and terminating on June 30, 2026.**

The above Special Conditions become part of the Grant Award and are accepted by Subrecipient.

By accepting this Award, Subrecipient assumes the following administrative and financial responsibilities:

1. The terms of this Award are contingent upon sufficient appropriations and authorization being made by the Office on Violence Against Women, for the performance of this Award. If OVW does not make sufficient appropriations and authorization, this Award shall terminate upon written notice being given by NMCVRC to Subrecipient.
2. Subrecipient must comply with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this Award.
3. The Primary Project Components (Project Plan) will guide the scope of work.
4. Project staff and consultants must be provided a copy of the project proposal and budget. In addition, the program manager agrees to disseminate project information to the project staff.
5. Subrecipient shall notify NMCVRC of all staff changes within three business days. Prior to the final selection of personnel to be hired or matched with grant funds, Subrecipient agrees to provide NMCVRC with the names and resumes of the candidates recommended for hiring for prior approval. Project staff resumes, including staff being used as match, must be submitted to NMCVRC for reimbursement for expenditures to occur. Replacement of any Subrecipient personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. NMCVRC shall retain the right to request the removal of any of the Subrecipient's personnel at any time.
6. Subrecipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form will be used to verify that persons are eligible to work in the United States.
7. Subrecipient agrees to comply with state laws and rules applicable to workers' compensation benefits for their employees. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Award may be terminated by NMCVRC.
8. Unless a waiver is granted, the authorized official, financial point of contact, project manager and anyone completing quarterly progress and/or financial reports must attend NMCVRC VAWA Grant Reporting training at least once during the Award period.
9. Subrecipient agrees that the Program Manager or appropriate designee shall attend the NMCVRC's Subgrantee Civil Rights Compliance training or webinar and agrees to disseminate this information to funded staff and volunteers. Subrecipient must also comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, or individuals defined (for purposes of this condition) as employees of the Subrecipient.
10. Any Subrecipient staff providing direct services to victims shall attend a minimum of one Victim Compensation Workshop held by NMCVRC during the Award.
11. Subrecipient agrees to cooperate and coordinate services with other VAWA-funded programs and other service providers in their region that serve victims of domestic violence, sexual assault, stalking and/or dating violence.



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12. If applicable, Subrecipient agrees to provide data to the New Mexico Interpersonal Violence Data Central Repository.
13. For the purpose of this contract, the definition of domestic violence is limited to the federal definition that can be found at www.justice.gov/ovw/domestic-violence.
14. Subrecipient agrees to **inform** all potentially eligible victims about crime victims' compensation, **assist all eligible victims in filling out** the application and **assist in submission** of applications to NMCVRC. In addition, Subrecipient agrees to assist NMCVRC staff regarding compensation inquiries.
15. Subrecipient agrees to inform and assist eligible victims of crime with New Mexico's Statewide Automated Victim Information and Notification Services (VINE) which accesses information about the custody status of potential offenders, or a particular state and/or county inmate's release, transfer, or escape from participating agencies over the phone, through the internet, or by email. When applicable, Subrecipient agrees to inform and assist eligible victims of crime with the New Mexico SAVIN (State Automated Victim Information Notification) System, a free service that provides information to crime victims and any interested members of the public with case status and hearing notifications on criminal court cases in the State of New Mexico.
16. Subrecipient must permanently post grievance policies and procedures in a conspicuous place within the agency, and on their agency website; this posting must include the names and contact information for NMCVRC as an agency funder.
17. The Subrecipient, upon final payment of the amount due under this Award, releases NMCVRC from all liabilities, claims and obligations whatsoever arising from or under this Award.
18. Requirements of the Award; remedies for noncompliance or for materially false statements.
 The conditions of this Award are material requirements of the Award. Compliance with any assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this Award. By signing and accepting this Award on behalf of the Subrecipient, the authorized Subrecipient official accepts all material requirements of the Award, and specifically adopts, as if personally executed by the authorized Subrecipient official, all assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance. Failure to comply with any one or more of these Award requirements — whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the Award period — may result in NMCVRC taking appropriate action with respect to the Subrecipient and the Award. Appropriate action can include and is not restricted to: NMCVRC may withhold Award funds, disallow costs, suspend or terminate the Award. The DOJ, including OVW and NMCVRC may take other legal action as appropriate. Any materially false, fictitious or fraudulent statement to the state or federal government related to this Award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Award.
19. Quarterly reports will be received by NMCVRC no later than ten days after the end of the quarter and an annual progress report to be received no later than the due date. No faxed reports will be accepted. Late or inaccurate reporting will delay the payment process. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, Subrecipient is required to collect and maintain data that measures the effectiveness of their grant-funded activities. Accordingly, Subrecipient agrees to submit annual electronic progress reports on program activities and program effectiveness measures and to require submission of reports by sub-subrecipients.
20. Requirements to disclose whether Subrecipient is designated high-risk by a federal grant making agency.
 If Subrecipient is designated high-risk by a federal grant making agency, currently or at any time during



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the course of the period of performance under this Award, Subrecipient must disclose that fact and certain related information to NMCVRC. For purposes of this disclosure, high-risk includes any status under which a federal awarding agency provides additional oversight due to Subrecipient's past performance, or other programmatic or financial concerns. Subrecipient's disclosure must include the following: the name of the federal awarding agency that currently designates Subrecipient as high-risk, the date Subrecipient was designated high-risk, the high-risk point of contact at the federal awarding agency and the reasons for the high-risk status, as set out by the federal awarding agency.

- (a) Potential imposition of additional requirements. Subrecipient agrees to comply with any additional requirements that may be imposed by NMCVRC/OVW during the period of performance for this Award, if Subrecipient is designated as high-risk for purposes of the DOJ high-risk grantee list.
21. Policy for response to workplace related incidents of sexual misconduct, domestic violence and dating violence. The Subrecipient, and any sub-subrecipient at any tier, must have a policy, or issue a policy within 270 days of the Award date, to address workplace-related incidents of sexual misconduct, domestic violence and dating violence involving an employee, volunteer, consultant or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.
 22. Availability of general terms and conditions on OVW website. Subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.
 23. Compliance with solicitation requirements. Subrecipient agrees that it must comply with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.
 24. VAWA 2013 nondiscrimination condition. Subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Subrecipient agrees that it will comply with this provision. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this provision. See clause 50 below for further information.
 25. Subrecipient agrees that grant funds will be used only for the purposes described in Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. Subrecipient must not undertake any work or activities that are not described in Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.
 26. Subrecipient product monitoring. Subrecipient agrees to monitor sub-subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety. Subrecipient also agrees to have NMCVRC monitor any material and products (written, visual or sound) developed with OVW formula grant program funding that falls within the scope of the grant program.
 27. Restrictions on lobbying and policy development. Federal funds may not be used by Subrecipient, or any sub-subrecipient at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid



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violation of 18 U.S.C. § 1913. Subrecipient, or any sub-subrecipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Federal law generally prohibits federal funds awarded by OVW from being used by NMCVRC, Award Subrecipient, or any sub-subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of these prohibitions, Subrecipient is to contact NMCVRC who will contact OVW for guidance, and may not proceed without the express prior written approval of OVW. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

28. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide. Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. Subrecipient agrees that all financial records pertinent to this Award, including the general accounting ledger and all supporting documents, are subject to review throughout the life of the Award, during the closeout process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.
29. Requirement to report potentially duplicative funding. If Subrecipient currently has other active awards of federal funds, or if Subrecipient receives any other award of federal funds during the period of performance for this Award, Subrecipient must promptly determine whether funds from any other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Award. If so, Subrecipient must promptly notify NMCVRC in writing of the potential duplication, and, if requested by NMCVRC, must seek a budget modification or a grant adjustment to scope of project to eliminate any inappropriate duplication of funding.
30. Any out of state travel line items or categories that are not specifically itemized in the approved budget must receive prior approval from NMCVRC before any funds for these items are expended.
31. Subrecipient agrees to maintain separate accounts and accounting records for STOP VAWA funds. Maintaining project-based accounting records does not provide enough detail to track federal funds, therefore, STOP VAWA funds cannot be commingled with any other funding source.
32. The Subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.
33. Payment is reimbursement only. In order to receive payment, Subrecipient must submit an Invoice and Record of Match (in Excel format) reflecting expenditures of the previous month into <https://nmcvrcregrants.com/> by 11:59 PM on or before the 10th of each month. If the 10th is on a Friday, weekend or holiday the deadline will be the following business day by 11:59 PM. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected, this may result in a change in subgrantee status to that of high-risk or probationary status.



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34. Due to requirements by the NM Department of Finance Administration (DFA) all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 6th. Cash reimbursement invoices received after July 6th for expenditures made prior to July 1st cannot be processed and those expenditures will become the responsibility of Subrecipient.
35. Subrecipient program income. Subrecipient understands and agrees that NMCVRC and OVW have responsibility for approval of program income earned by Subrecipient and any sub-subrecipient. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of Award. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to subaward, Subrecipient must seek approval from the NMCVRC prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by NMCVRC must be reported by Subrecipient, and any sub-subrecipient at any tier, to the NMCVRC so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, Subrecipient must have approval provided by NMCVRC/OVW by the end of the project period. Failure to comply with these requirements may result in audit findings for NMCVRC, Subrecipient and any sub-subrecipient at any tier.
36. Misuse of award funds. Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
37. Consultant compensation rates. Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, Subrecipient must submit to NMCVRC a detailed justification and have such justification approved by OVW through NMCVRC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipient is required to maintain documentation to support all daily or hourly consultant rates. See clause 57 below for further information.
38. STOP VAWA funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, except if the following applies:
 - the location of the event is not in close proximity to food establishments;
 - if not serving food will significantly lengthen the day or necessitate extending the meeting;
 - if a special presentation at a conference requires a plenary address where there is no other time for food to be attained; or
 - other extenuating circumstances which necessitate the provision of food.

If any of these circumstances apply, Subrecipient must submit a written request for approval to NMCVRC at least thirty (30) days prior to the event.

39. The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient should contact NMCVRC for guidance.



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40. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ and NMCVRC encourage the Subrecipient, and any applicable sub-subrecipient at any tier, to adopt and enforce policies banning employees from text messaging while driving.
41. Subrecipient agrees to maintain and furnish to NMCVRC, DOJ, Office of Chief Financial Officer (OCFO) and OVW upon request, detailed financial accounting and supportive records of expenditures and use of matching funds.
42. Subrecipient agrees to allow NMCVRC, DOJ, OCFO, and OVW access to the grant-funded project's documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.
43. Subrecipient agrees that all equipment and/or technology purchased with grant funds will be used solely for the purpose purchased and for the life of the equipment and/or technology following the end of the grant budget period. Equipment purchased with grant funds shall be tagged and tracked in an organized inventory. Subrecipient agrees to notify NMCVRC of any changes regarding the use or distribution of equipment or technology purchased with Award funds.
44. Subrecipient agrees to provide NMCVRC with an annual agency financial audit. Subrecipient will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the Award period.
45. Effect of failure to address audit issues. Subrecipient understands and agrees that NMCVRC may withhold Award funds, or may impose other related requirements, if (as determined by NMCVRC and OVW) Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or terms of the Award), or other outstanding issues that arise in connection with audits, investigations, site visits, financial or programmatic monitoring findings or reviews of NMCVRC awards.
46. Performance progress reports and final report submission. Subrecipient agrees to provide NMCVRC with specific information regarding subawards made under this Award. Subrecipient will submit an annual report that includes:
 - an assessment of whether stated goals and objectives were achieved;
 - information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served;
 - information on each subaward made; and
 - such other information as NMCVRC may prescribe.

Subrecipient, and any applicable sub-subrecipients at any tier, are required to submit this report after the end of each calendar year and no later than March 1st each year. Subrecipient must use the designated forms and/or systems made available by NMCVRC for performance reporting, which identify the information that Subrecipient and any sub-subrecipient must collect and report as a condition of receiving funding under this Award. A final report is due 90 days after the end of the project period. This report must be submitted to NMCVRC with the Report Type marked "final," unless and until NMCVRC issues updated instructions for report submission.

47. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct. Subrecipient must promptly refer to NMCVRC and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award:
 - (a) submitted a claim that violates the False Claims Act; or



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- (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- (a) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online");
- (b) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; or
- (c) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

48. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
49. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 38. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38, which includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient’s organizations that engage in or conduct explicitly religious activities as well as rules and requirements that pertain to subrecipients and sub-subrecipients that are faith base or religious organizations.
50. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 54. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”
51. Compliance with serving victims with limited English proficiency (LEP). In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited LEP. See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41.455 (2002). For more information on the civil rights responsibilities that subrecipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.
52. Limited English Proficiency (LEP) and accessibility plan. All subrecipients that are working with victims must have a LEP and accessibility plan and policy in place and in practice to ensure that LEP persons, d/Deaf and hard of hearing, and individuals with disabilities have meaningful access to services. All staff must be provided with a copy of this plan and be trained on how to implement the policy and procedures.
53. Activities that compromise victim safety and recovery or undermine offender accountability. Subrecipient agrees that Award funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:
 - (a) procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
 - (b) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



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- (c) procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.);
- (d) procedures or policies that fail to ensure service providers conduct safety planning with victims;
- (e) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have Limited English Proficiency or are d/Deaf or hard of hearing; and
- (f) any other activities outlined in the solicitation under which the approved application was submitted.

Subrecipient shall protect the confidentiality and privacy of persons receiving services, in accordance with STOP VAWA confidentiality provisions, 42 U.S.C.A. § 13925. Subrecipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to ensure that any subgrantees at any tier meet these requirements.

54. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized or denied through Subrecipient's programs, Subrecipient shall:
- (a) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts; and
 - (b) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.
55. Requirement to report actual or imminent breach of personally identifiable information (PII). Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it:
- (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity; or
 - (b) uses or operates a Federal information system (as defined in OMB Circular A-130).

Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an NMCVRC no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

56. Training Guiding Principles. Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this Award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.
57. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website (<https://www.ojp.gov/funding/financialguidedojo/overview>).

58. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year. Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/awardconditions> and are incorporated by reference here. Should a question



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arise as to whether a particular use of federal funds by Subrecipient might fall within the scope of an appropriations-law restriction, Subrecipient is to contact NMCVRC for guidance, and may not proceed without the express prior written approval of NMCVRC, who will seek OVW guidance.

59. Restrictions and certifications regarding non-disclosure agreements and related matters

No Subrecipient under this Award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or sub-subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award (NMCVRC), to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- A. In accepting this award, Subrecipient represents that it neither requires nor has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and certifies that, if it learns or is notified that it is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Award funds, will provide prompt written notification to NMCVRC and the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- B. If Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both — it represents that — it has determined that no other entity that Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and it certifies that, if it learns or is notified that any sub-subrecipient entity that receives funds under this award is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

60. Confidentiality and information sharing. Subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. Subrecipient will ensure that all their sub-subrecipients at any tier meet these requirements.

61. Publication disclaimer. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from Award activities shall contain the following statement: "This project was supported by Grant No. 15JOVW-24-GG-00517-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.



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62. Publications disclaimer for STOP Formula subrecipients. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. 15JOVW-24-GG-00517-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

63. Subrecipient understands and agrees that it has a responsibility to monitor its sub-subrecipients' compliance with applicable federal civil rights laws.

64. Requirements for subrecipients providing legal assistance. Subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Award has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) Subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence or child sexual abuse is an issue. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.

65. Nonprofit status of subrecipients. NMCVRC will verify that Subrecipient, and any sub-subrecipients at any tier, except governmental rape crisis centers and tribal governmental programs, are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

66. Copyrighted works. Pursuant to 2 C.F.R. 200.315(b), Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. NMCVRC and OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. In addition, the Subrecipient must obtain advance written approval from NMCVRC, and must comply with all conditions specified by NMCVRC in connection with that approval before:
 - (a) using award funds to purchase ownership of, or a license to use, a copyrighted work; or
 - (b) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of Subrecipient to ensure that this condition is included in any subaward, contract or subcontract under this award.

67. Compliance with statutory and regulatory requirements; Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act



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Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

68. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NMCVRC and OVW authority to terminate award). Subrecipient, and any sub-subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient, sub-subrecipients, or individuals defined (for purposes of this condition) as "employees" of Subrecipient or of any sub-subrecipient.

The details of Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

69. Determinations of suitability to interact with participating minors. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by NMCVRC, Subrecipient and any sub-subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

NMCVRC, Subrecipient, and any sub-subrecipient at any tier, must make determinations of suitability before employees, volunteers, contractors or consultants may interact with minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

70. Requirements related to System for Award Management and unique entity identifiers. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

Subrecipient also must comply with applicable restrictions on subawards to first-tier sub-subrecipients, including restrictions on subawards to entities that do not acquire and provide (to Subrecipient) the unique entity identifier required for SAM registration.

The details of Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

71. Termination or suspension. The Director of NMCVRC upon a finding that there (1) has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the subrecipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the subrecipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.
72. Ongoing compliance with statutory certifications. Subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Award period and that, at a minimum, a hold may be placed on Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims).



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Noncompliance with any of the foregoing may also result in termination or suspension of the Award or other remedial measures, in accordance with applicable laws and regulations.

73. Match requirement. Subrecipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. Victim service providers receiving STOP subawards for the purpose of providing victim services and Tribes receiving STOP subawards will not be required to provide matching dollars. If Subrecipient is a victim service provider that is a nonprofit organization, Subrecipient must be a nonprofit organization as described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code. Subrecipients that are not exempt victim service providers will provide no less than 25 percent matching funds for subaward unless granted a match waiver by CVRC.
74. Limitation on use of funds for awareness and public education. Subrecipient agrees that its Award may not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking. If it is within the scope of work, funds may be used to support, inform, and provide outreach about available services.
75. Prohibition on tort litigation. In accordance with 34 U.S.C. 12291 (b) Subrecipient agrees to not use funds under the STOP Program to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.
76. Limitation on use of funds to approved activities. The Subrecipient agrees that grant funds will be used only for the purposes described in the Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. The Subrecipient must not undertake any work or activities that are not described in the Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.

Additional monitoring requirements. For FFY2026 your additional financial compliance measures are:

- Your agency must maintain all source documents on file and be able to present them for desk or site audit.
- Submit invoices monthly.
- Submit time and activity sheets for all federal and match employees.

All guidelines as described in the STOP VAWA Program Guidelines must be followed. The above may be waived with written approval. The above Special Conditions become part of the Award and are accepted by Subrecipient.

Organizations which do not adhere to these Special Conditions, will be in violation of the terms of this Grant, and the STOP VAWA Formula Award will be subject to appropriate administrative action, including withholding of funds or possible termination of the Grant Award.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 6/12/25

Project Title: STOP Violence Against Women Grant Program FY26

Project Type: CIP Grant Internal Tracking

Department: Community Health and Safety Project Manager: Sandra Emory Ext: 6236

Project Date Range: July 1, 2025 to June 30, 2026 Create Fixed Asset

Project ID: <u>YFD2624001</u>
Grant ID: <u>F2602</u>
Approved By: <u>ERIKA LUJAN</u> <small>(ERIKALUJAN (JUN 23, 2025 08:17 MDZ))</small>
<u>CT</u> (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: CVRC STOP VAWA GRANT % of Funding: _____

MUNIS ORG: 2400122 MUNIS OBJ: 490555 Awarded Amount: \$77,211.00

Funding Source: Local Match % of Funding: _____

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: \$25,737.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Please see attached document MUNIS ORG: _____ MUNIS OBJ: _____

Grants Only (list all grants if applicable):

Grantor Name: DOJ-VAWA 15JOVW-24-00517-STOP Awarded Amount: 77,211.00

AR Charge Code: 2400122.490555 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: DOJ VAWA/P. THRU NM CVRC Federal CFDA (if applicable): 16.588

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

Expense String-

- Domestic Violence Response Team- Domestic Violence Response Specialist (Salaries)- 2400122.500110- \$56,773.00
- Domestic Violence Response Team- Domestic Violence Response Specialist (FICA/Medicare)-2400122.503100- \$2,940.78
- Domestic Violence Response Team- Domestic Violence Response Specialist (Retirement/PERA)-2400122.503150- \$9,530.54
- Domestic Violence Response Team- Domestic Violence Response Specialist (Med/Life)-2400122.503200- \$6,928.49
- Domestic Violence Response Team- Domestic Violence Response Specialist (Retiree Health Care)-2400122.503250- \$814.10
- Domestic Violence Response Team- Domestic Violence Response Specialist (Dental)-2400122.503400- \$223.10

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

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

DEPARTMENT / DIVISION NAME					DATE	
Community Health and Safety/Youth and Family Services					6.20.25	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
EXPENDITURES				(enter as <u>positive</u> #)	(enter as <u>negative</u> #)	
Domestic Violence Response Team - Domestic Violence Response Specialist (Salaries)	2400122	500110	YFD2624001	56,773		
Domestic Violence Response Team - Domestic Violence Response Specialist (FICA/Medicare)	2400122	503100	YFD2624001	2,941		
Domestic Violence Response Team - Domestic Violence Response Specialist (Retirement/PERA)	2400122	503150	YFD2624001	9,531		
Domestic Violence Response Team - Domestic Violence Response Specialist (Med/Life)	2400122	503200	YFD2624001	6,928		
Domestic Violence Response Team - Domestic Violence Response Specialist (RHC)	2400122	503250	YFD2624001	814		
Domestic Violence Response Team - Domestic Violence Response Specialist (Dental)	2400122	503400	YFD2624001	223		
Operating Transfer to Community Development Fund	1000121	750240				(13,272)
REVENUES				(enter as <u>negative</u> #)	(enter as <u>positive</u> #)	
DOJ- VAWA 15JOVW.24.00517.STOP DV FOR (FY26)	2400122	490555	YFD2624001	(77,210)		
DOJ VAWA Grant (FY26 Original Budget)	2400122	490555				63,938
Operating Transfer from General Fund	2400122	650100				13,272
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 0	\$	63,938

NM CVRC VAWA GRANT AWARD FOR DOMESTIC VIOLENCE RESPONSE SERVICES FY26

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

Sandra Emory

Prepared By (print name) _____ Date _____

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

CITY COUNCIL APPROVAL

City Council	
Approval Date	06/26/2025
Agenda Item #:	

Andy Hopkins
Budget Officer

6/27/25
Date

Division Director Signature (optional) _____ Date _____

H. Hopkins

06/26/2025

Emily K. Oster
Finance Director (< \$5,000) _____ Date _____

Department Director Signature _____ Date _____

City Manager (< \$60,000) _____ Date _____

6.26.25 BAR for CVRC

Interim Agreement Report







2025-06-27

Created:	2025-06-26
By:	Sierra Trujillo (svtrujillo@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAYNMbwZHolpGxyQif3FQH2Im1dBGUwgUR

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"6.26.25 BAR for CVRC" History

-  Document created by Sierra Trujillo (svtrujillo@santafenm.gov)
2025-06-26 - 2:53:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-06-26 - 2:55:38 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-06-26 - 10:19:30 PM GMT- IP address: 104.47.64.254
-  Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-06-26 - 10:19:44 PM GMT - Time Source: server- IP address: 104.156.39.164
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-06-26 - 10:19:45 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-06-27 - 4:38:19 PM GMT- IP address: 104.47.64.254



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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

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

DATE: September 4, 2025

TO: Mayor Alan M. Webber and Committees:
Quality of Life, Finance, and Governing Body

FROM: Terry Lease, Asset Development Manager

TL

VIA: Johanna Nelson, Office of Economic Development, Director

JN

ISSUE: Disposition of Property Known as Las Estrellas Tract 6A

ITEM AND ISSUE:

The Office of Economic Development, Asset Development, respectfully requests your review and approval of a Donation Agreement between the City of Santa Fe and Homewise, a private, not-for-profit, New Mexico Corporation, to donate Las Estrellas Tract 6A for development as affordable housing. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

On January 25, 2023 the Governing Body approved Resolution 2023-4 that, among other things, adopted a strategy for donating or selling a property identified as Las Estrellas Tract 6A for an affordable housing project. The resolution provided for the removal of Tract 6A from the Las Estrellas Residential Covenants (“Residential Covenants”), or to limit assessments for Tract 6A to support greater affordability. On January 31, 2025 City entered into a Professional Services Agreement with Attorney Garrison to act as declarant for the City.

As provided for in the resolution, a request for qualifications was drafted and issued in December of 2023 by the Office of Affordable Housing. RFQ submissions were received and scored by a panel of City staff. In March 2024 the Homewise submission was identified and selected as the finalist based on the evaluation criteria in the RFQ, and negotiations of a donation agreement began shortly thereafter. Negotiations for the terms of the donation agreement concluded in March of 2025.

This Donation Agreement, if approved, requires Homewise to: obtain approval of a development plan from the Planning Commission or other required City entities, secure all land use entitlement approvals required to develop the site, adhere to the Las Estrellas Master Plan, and include deed restrictions that assures an affordability period of no less than 45-years. Homewise will also be required to comply with the City of Santa Fe Land Use Code, and other applicable local, state and federal regulations. The Donation Agreement incorporates the RFQ and the Homewise RFQ submission.

ACTION: Approval of a Donation Agreement between the City and Homewise for the donation of Las Estrellas Tract 6A for development as an affordable housing project.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: None - Donation

Munis Org Name/Number:

Munis Object Name/Number: *Andy Hopkins*

Budget Officer / Designee: _____ **Date:** 09/08/2025

Budget Officer Comment/Exceptions: _____

ATTACHMENTS:

1. Donation Agreement
2. Resolution

REAL ESTATE DONATION AGREEMENT

This REAL ESTATE DONATION AGREEMENT (“**Agreement**”) is made and entered into as of the date of the last signature (“**Effective Date**”), by and between the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico, (“**City**” or “**Donor**”) and HOMEWISE, a private, not-for-profit, New Mexico Corporation (“**Donee**”), collectively the “**Parties**”.

WHEREAS, a City may donate land or money for the construction, renovation, or purchase of affordable housing pursuant to NM Const. Art. IX, Section 14 and NMSA 1978, Section 6-27-1, et seq.; and

WHEREAS, it is the policy of the City to provide incentives and encourage proposals that support the production, acquisition and redevelopment of affordably priced homes in mixed income developments; and

WHEREAS, Donor is the fee simple owner of Tract 6A in the Las Estrellas Subdivision, Santa Fe, NM (“**Site**”), and on January 25, 2023, the City’s Governing Body approved Resolution 2023-4, as amended (“**Resolution 2023-4**”), that provides for, among other things, donating or selling the Site to a developer certified as a “Qualifying Grantee” under the New Mexico Affordable Housing Act. The resolution also provided for the sale of 7-tracts of undeveloped land in the same subdivision (“**7-tracts**”); and

WHEREAS, the Site and 7-tracts are all subject to: 1) Residential Declaration of Covenants, Conditions, and Restrictions (“**Residential Covenants**”); 2) Non-Residential Covenants, Conditions, and Restrictions (“**Non-Residential Covenants**” and, collectively, (“**Covenants**”); and 3) the Las Estrellas Master Plan (“**Master Plan**”), which governs the area’s zoning, density, minimum requirements for affordable housing, and the location of open spaces; and

WHEREAS, the City as “Declarant” under the Covenants affecting the Site and 7-Tracts has the right to release and remove Site from the Residential Covenants, but not the Non-Residential Covenants; and

WHEREAS, the Site is the subject of the Request for Qualifications (“**RFQ**”), identified as “RFQ # Tract 6A 23-02”, which was released on December 11, 2023; and

WHEREAS, Donee submitted a submission to the RFQ, and the Evaluation Committee subsequently selected the Donee based on the cumulative score on the evaluation criteria in the RFQ as a development partner, and eventual owner of the Site, which decision will be presented to the Governing Body for consideration and potential approval; and

WHEREAS, the sale or donation of the Site conforms to the City’s Five-Year Strategic Housing Plan “Affordable Housing Element,” which was adopted in conformance to the Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-17-6(A)(7); and

WHEREAS, the City of Santa Fe acknowledges the Donee as a "Qualified Grantee" for purposes of local affordable housing ordinances and compliance with the New Mexico Affordable Housing Act; and

WHEREAS, Resolution 2023-4 requires that the City to retain its rights and duties as Declarant under both the Covenants and Master Plan until such time that Donee notifies Donor to either remove the Site from the Covenants prior to selling the 7-tracts, or the City shall request the Las Estrellas Residential Association Board and master Association Board limit assessments of the Site, which may affect or delay the closing of the sale of the 7-tracts; and

WHEREAS, Donee submitted written notice to the Donor to the RFQ manager on March 11, 2024, requesting the City remove Tract 6A from the Residential Covenants in order to meet the 40% affordability commitment in the Donee's RFQ submission.

WHEREAS, this is an "arm's length" transaction, and no identity of interest exists between the Donor and the Donee, their staff, board of directors, or elected officials; and

WHEREAS, Donee acknowledges that the City has no obligations or responsibilities with regard to development of the Site other than the transfer of the Site for those purposes.

Now therefore, it is agreed as follows:

1. SITE

The Site is identified as Tract 6A of the Las Estrellas Subdivision in Santa Fe, New Mexico, containing approximately 19.736 acres of undeveloped land, and is depicted in the attached Exhibit A and further described in the attached **Exhibit A1 ("Site")**. The Site is located immediately south of Veteran's Memorial Highway (NM 599) on Ridgetop Road. It is part of the Las Estrellas community, which is zoned as a Planned Residential Community (PRC).

2. DONOR'S OWNERSHIP

Donor represents that it is the sole fee simple owner of the Site and has all necessary authority to sell or donate the Site. There are no other contracts for sale or options involving the Site and no other party has any right, title, or interest in the Site and there are no leases affecting or relating to the Site. Between the date Donor executes this Agreement and the Settlement, Donor shall not subject the Site to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Site without the written consent of the Donee.

3. EFFECTIVE DATE

The date upon which this Agreement shall be finally executed by the authorized representative of Donee and Donor shall be the effective date ("Effective Date") hereof.

4. REQUIREMENTS OF DONEE

A. Donor hereby agrees to convey to Donee and Donee hereby agrees to accept the donation from Donor, and Donee agrees to complete the following conditions within five (5) years of the execution of this agreement:

- i Donee shall successfully obtain approval of its development plan from the Planning Commission or other required City entity;
 - ii Donee shall secure all land use entitlement approvals required to develop the Site;
 - iii Subject to approval by Donor, Donee shall submit a Proof of Funds letter issued by an FDIC insured bank, investment bank, or other financial institution as proof of having obtained all financing needed to accomplish the project, or that Donee has the monetary resources to cover all costs;
- B. Donee has executed a Quitclaim Deed from Donee to Donor, included in this document as **Exhibit B** (the “Donee Deed”), conveying back to Donor all interest in the donated real estate and any improvements thereon if Donee does not complete the requirements in Section 4A of this Agreement within five (5) years of the execution of this Agreement. Said deed shall be escrowed by the Donor in case of default of any of said requirements, which will trigger formal notice of default, which shall be delivered by Donor to Donee (the “Default Notice”). Donee shall have thirty (30) days after delivery of the Default Notice to cure the default; or, if the cure requires more than thirty (30) days, Donee shall not be in default if Donee immediately initiates steps to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical, but in no event later than ninety (90) days after delivery to Donee of the Default Notice. In the event Donee fails to cure the default within the applicable time period set forth in the immediately preceding sentence, at which time the Donee Deed shall be filed by Donor into the real estate record of the Santa Fe County Clerk, effectively terminating this Real Estate Donation Agreement and vesting title to Site back to Donor.

Donee, as the Donor’s agent under Section 26-1.18 (“Affordability controls on SFHP homes; rental prohibition”), shall at all times comply with the City of Santa Fe Homes Program requirements and processes for imposing and administering affordability liens, including dedicating any funds ever received for repayment of an affordability lien entered into pursuant to this Agreement to the purposes approved for the City’s Affordable Housing Trust Fund. At the time of this Agreement, those purposes are (i) donating, provide or pay all, or a portion, of the costs of land for the construction on the land of affordable housing; (ii) donating, provide or pay all or a portion of the costs of conversion or renovation of existing buildings into affordable housing; (iii) providing or pay the costs of financing or infrastructure necessary to support affordable housing projects; or (iv) providing or pay all or a portion of the costs of acquisition, development, construction, financing, operating or owning affordable housing.

5. REQUIREMENTS OF DONOR

As the Donee provided written notice to Donor to remove the Site from the Residential Covenants to meet the affordability criteria in the RFQ, Donor as Declarant under the Covenants, or Donor’s representative shall;

- A. Release and remove the Site from the Residential Covenants within 90 days of the effective date of this agreement.
- B. If Donor, or Donor’s representative, has not successfully completed A, above, within 90-days of the Effective Date, Donee may either:
 - i. Terminate this Agreement by providing written notice to Donor.
 - ii. Extend Donor’s time period to perform 5.A. above, by written agreement, with successive automatic 90-day renewals. Such automatic renewals shall continue until

- written notice from Donee to Donor is received terminating said automatic renewals.
- iii. Donee, with written notice to Donor, may withdraw Donee's request to remove the Site from the Residential Covenants.

6. ACTIONS OR SUITS

Unless set forth by Donor in an attachment to this Agreement, Donor warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the Donor, threatened against Donor in connection with the Site, and there is no outstanding order, writ, injunction, or decree of any court or governmental agency affecting the Site.

7. PROFFERS AND COMMITMENTS.

Donor represents there has not been made and will not be made, without Donee's prior written consent, any proffers or other commitments relating to the Site, which would impose any obligation on Donee or its successors and assigns, after Settlement as described in Paragraph 9, below, to make any contribution of money or dedications of land or to construct, install, or maintain any improvements of a public or private nature on or off the Site.

8. OTHER AGREEMENTS.

Donor warrants and represents that the execution and delivery of this Agreement, the completion of the transaction(s) contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Donor is a party or by which it or the Site is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any law, rule, or regulation applicable to Donor.

9. SETTLEMENT.

- a. Settlement and delivery of possession shall be within forty-five (45) business days of execution of this Agreement, allowing a reasonable time for preparation of documents ("Settlement"). Settlement shall be held at the offices of Stewart Title Company, as the "Settlement Agent", or at such other place as the parties may agree. Donor shall deliver to Donee, at Settlement, a fully executed Deed, conveying the Site in fee simple to Donee ("Deed"). Donee will pay for all costs associated with the closing.
- b. Donor shall deliver to Donee at Settlement an affidavit, on a form acceptable to Donee or Donee's title insurance company, signed by Donor, that no labor or materials have been furnished to the Site within the statutory period for the filing of mechanics' or materialmen's liens against the Site, or if labor or materials have been furnished during the statutory period, an affidavit that the costs thereof have been paid in full.
- c. Donor agrees to deliver to Donee or Settlement Agent the following at or prior to Settlement:
 - (i) The fully executed Special Warranty Deed, see example as **Exhibit C**;
 - (ii) The signed closing or settlement statement prepared or approved by Settlement Agent;
and
 - (iii) Any other documents reasonably required by Settlement Agent or Donee.
- d. Donee agrees that 40% of all units built on the Site will be sold at an affordable price to low-and-moderate income households ("affordable homes"). Donee agrees to record a Land Use Restriction Agreement on the property substantially in the form of **Exhibit D** that will ensure an affordability period of no less than forty-five years for the affordable homes. The LURA shall be

recorded when the specific lots that the affordable homes will be located on have been identified.

10. TITLE.

The Site shall be conveyed free from all mortgages, deeds of trust, liens, security interests, and other financial encumbrances.

11. EXPENSES OF SETTLEMENT.

- a. Donee shall pay for its own attorney's fees as well as other charges customarily paid by a Donee of real estate in New Mexico.
- b. Donee shall pay for the preparation of any documents it is required to provide hereunder, and its own attorney's fees as well as other charges customarily paid by a Donor of real estate in New Mexico.
- c. All real estate taxes, assessments, utility charges, and rent, if any, shall be prorated as of the date conveyance is executed.

12. USE OF SITE.

Donee shall use the Site solely for the purpose of developing for sale housing, of which 40% of units will be sold to low-to-moderate income households, as provided for in the RFQ and RFQ Submission.

13. DEFAULT.

In the event of any default, the non-defaulting party shall be entitled to pursue any remedies at law or inequity in connection with the default of the other party. The election to terminate this Agreement under the terms hereof shall not constitute a default.

14. PRIOR AGREEMENTS MERGER.

This Agreement supersedes any and all prior understandings and agreements between the parties and constitutes the entire agreement between them. No representations, warranties, conditions, or statements, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be amended, altered, or modified except by an instrument in writing signed by the party sought to be charged therewith.

15. NOTICES.

Any notices required or permitted to be given hereunder shall be deemed to have been properly given if sent by United States certified or registered mail, return receipt requested, postage prepaid, or if delivered in hand, as follows:

If delivered or mailed to

Donor:

City of Santa Fe
Attn. City Attorney's Office
PO Box 909
Santa Fe, NM 87504-0909

With a copy to: City of Santa Fe
Attn. Asset Development Manager
PO Box 909
Santa Fe, NM 87504-0909

Donee: Homewise, Inc.
Attn. Ms. Lisa Huval
500 2nd Street
Albuquerque, NM 87102

16. GOVERNING LAW.

Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the STATE OF NEW MEXICO.

17. CERTIFICATES AND DOCUMENTS INCORPORATED.

The following certificates and documents are incorporated herein to the extent they are consistent with the terms and conditions of this Agreement:

- a. RFQ # Tract 6A 23-02.
- b. Donee RFQ submission dated January 29, 2024.
- c. Donee written notice to request that Tract 6A be removed from Residential Covenants to meet the affordability threshold in the RFQ submission.

18. MISCELLANEOUS.

Subject to the provisions hereof, this Amended Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and permitted assigns. No assignment of this Amended Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations, and terms of this Amended Agreement shall survive delivery of the Deed and shall not be merged therein.

19. EXECUTION OF CONVEYANCE.

The approval and execution of this Donation Agreement grants the authority to fully execute the conveyance of the property via Deed by the Mayor.

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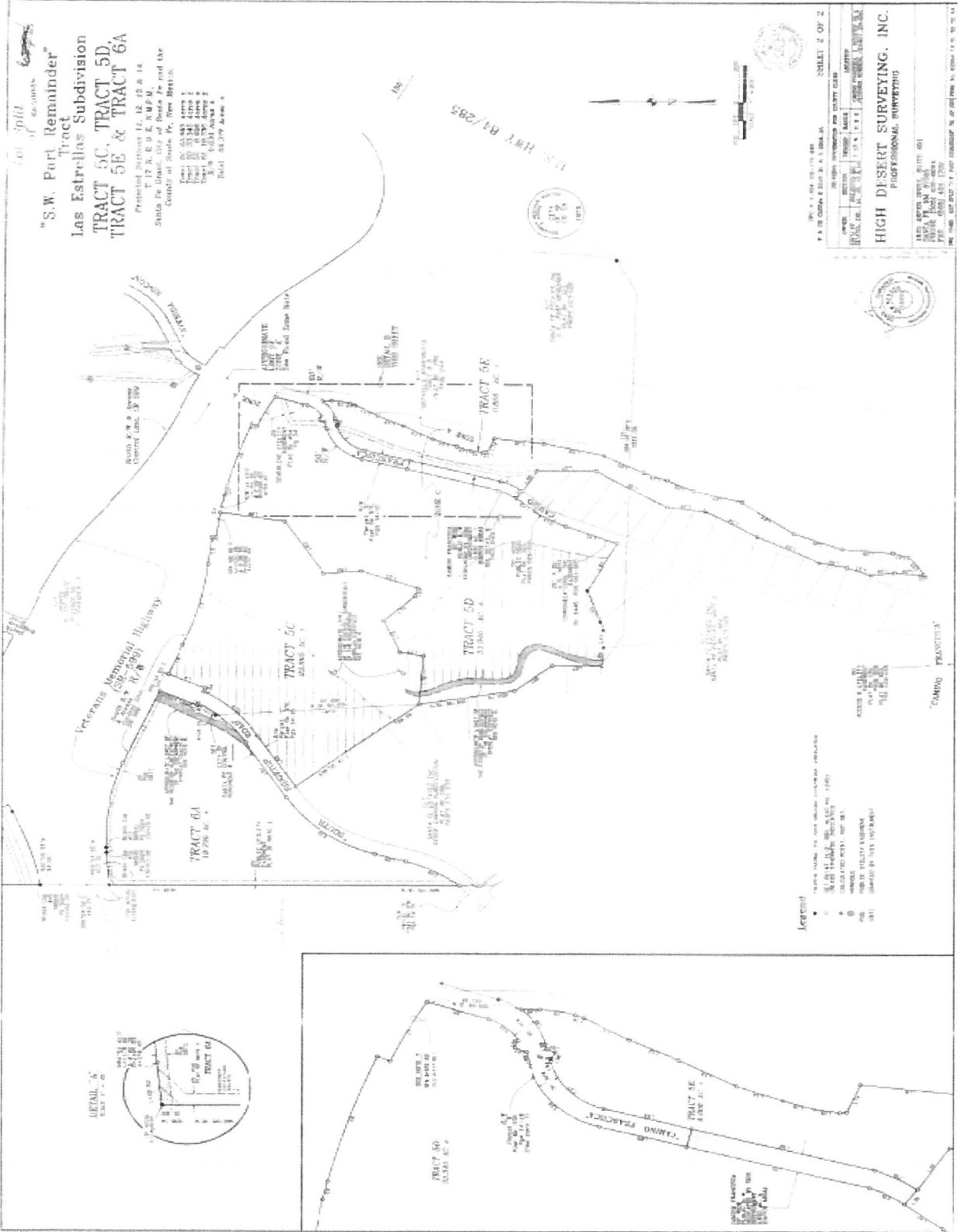


EXHIBIT A1
To the Donation Agreement

“TRACT 6A”

A CERTAIN PARCEL OF LAND KNOWN AS “TRACT 6A”, CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON “LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT 5D, TRACT 5E & TRACT 6A”, PREPARED BY DEAN SHRADER, NMPS, 12451, AND RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

EXHIBIT A (to EXHIBIT B)
Special Warranty Deed from Donee to Donor

A parcel of land lying and being situate within the municipal limits of the City and County of Santa Fe, State of New Mexico, being more particularly described as follows:

“TRACT 6A”

A CERTAIN PARCEL OF LAND KNOWN AS “TRACT 6A”, CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON “LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT 5D, TRACT 5E & TRACT 6A”, PREPARED BY DEAN SHRADER, NMPS, 12451, AND RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

EXHIBIT A (to EXHIBIT C)
Sample Quitclaim Deed

A parcel of land lying and being situate within the municipal limits of the City and County of Santa Fe, State of New Mexico, being more particularly described as follows:

“TRACT 6A”

A CERTAIN PARCEL OF LAND KNOWN AS “TRACT 6A”, CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON “LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT 5D, TRACT 5E & TRACT 6A”, PREPARED BY DEAN SHRADER, NMPS, 12451, AND RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

EXHIBIT D
To the Donation Agreement
Land Use Restriction Agreement (LURA)

DECLARATION OF
AFFORDABLE HOUSING
RESTRICTIVE COVENANT

- I. This Land Use Restriction Agreement (“LURA”) is made and entered into this _____ day of _____ by and between the City of Santa Fe, a New Mexico municipal corporation (“the City”), and Homewise, Inc., a New Mexico Nonprofit Corporation (“Donee”).
- II. The City has donated to Donee the Property described below for the purpose of construction by Donee of for-sale housing units (“Units”). The City requires the Donee to restrict the use of such property pursuant to the terms hereof as a condition of donating the property. Therefore, in consideration of the donation from the City to the Donee, the Donee agrees that the real estate located in the County of Santa Fe State of New Mexico and more specifically described on Exhibit A hereto (the “Property”) is subject to the following restrictions:
- i. The original homebuyers of the homes built on the lots listed in Exhibit A shall be persons or households of low or moderate income within the meaning of New Mexico Statutes Annotated Chapter 6, Article 27 and consistent with Santa Fe City Code Chapter 26 (“Eligible Homeowner”).
 - ii. The City will deliver to Donee a release of this LURA with respect to each Unit on or before the date of the sale of the Unit.
 - iii. Upon sale of a Unit to an eligible homebuyer the Donee shall place a lien on the Unit via a subordinate mortgage and note signed by the eligible homebuyer(s) that shall:
 - a. Be approved as to form by the Donor.
 - b. Be equal to the difference between the appraised value of the Unit or 95% of the appraised value of the Unit and the effective affordable price for the homebuyer.
 - c. Be non-amortizing and carry a rate of zero percent interest
 - d. Establish an affordability period of no less than 45 years.
 - e. Require that if the eligible homebuyer sells the home prior to the expiration of the affordability period, Homewise shall have the right of first refusal to purchase the home for a formula price and, if Homewise does not exercise its right of first refusal, then the Donor may exercise the right. If neither Homewise nor the Donor exercise the right of first refusal, then the lien shall require that the eligible homebuyer make a good faith attempt to sell the home to another income qualified buyer approved by Homewise or the Donor and the income qualified buyer shall assume the lien. The lien shall further state that if the eligible homebuyer is unable to find another income qualified buyer, the lien shall be repaid to Homewise, dedicated to the approved purposes for the City’s Affordable Housing Trust Fund. At the time of this Agreement, those purposes are (i) donating, provide or pay all, or a portion, of the costs of land for the construction on the land of affordable housing; (ii) donating, provide or pay all or a portion of the costs of conversion or renovation of existing buildings into affordable housing; (iii) providing or pay the costs of financing or infrastructure necessary to

support affordable housing projects; or (iv) providing or pay all or a portion of the costs of acquisition, development, construction, financing, operating or owning affordable housing.

f. Require the buyer to complete the Questionnaire adopted in Appendix E of the City of Santa Fe Administrative Procedures, as updated, assessing the effectiveness of the Santa Fe Homes Program.

III. This LURA is for the benefit of, and is enforceable by, the City.

IV. This LURA shall run with the land and expire on the date that is 45 years after the date of recordation of this LURA in the records of Santa Fe County, New Mexico or when the LURA is released as described in section II.ii, whichever is soonest, at which point this LURA shall be of no further force or effect with no further action being required of the City, Donee or any then owner of any portion of the Property.

BY:

CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

ACKNOWLEDGMENT

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

This instrument was acknowledged before me this ____ day of _____, 20____ by Alan M. Webber, Mayor of the City of Santa Fe.

Seal:

Notary Public

My Commission Expires:

EXHIBIT A (to EXHIBIT D)
Donation Agreement Land Use Restriction

A parcel of land lying and being situate within the municipal limits of the City and County of Santa Fe, State of New Mexico, being more particularly described as follows:

[List specific lots that affordable homes will be located on. Number of specific lots must equal 40% of total units that will be built].

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2023-4**

3 **INTRODUCED BY:**

4
5 Councilor Michael Garcia

6 Councilor Renee Villarreal

7 Mayor Alan Webber

8
9
10 **A RESOLUTION**

11 **ADOPTING A STRATEGY FOR DONATING OR SELLING, AT BELOW-MARKET**
12 **VALUE, A PROPERTY IDENTIFIED AS “LAS ESTRELLAS TRACT 6A” TO A**
13 **DEVELOPER CERTIFIED AS A “QUALIFYING GRANTEE” UNDER THE NEW**
14 **MEXICO AFFORDABLE HOUSING ACT TO DEVELOP SANTA FE HOMES**
15 **PROGRAM HOMES, LOW-PRICED DWELLING UNITS, OR UNITS PRICE-**
16 **RESTRICTED THROUGH ANOTHER AFFORDABLE HOUSING SUBSIDY; AND**
17 **APPROVING AN ANNOUNCEMENT TO SELL THE REMAINING SEVEN LAS**
18 **ESTRELLAS LOTS WITH A LOCAL PREFERENCE.**

19
20 **WHEREAS**, it is a policy goal of the City of Santa Fe (“City”) to provide incentives and
21 encourage proposals that support the production, acquisition, and redevelopment of affordably
22 priced homes in mixed-income developments; and

23 **WHEREAS**, according to Santa Fe Housing Act Coalition, market-rate rents in Santa Fe
24 have increased by almost 50% since 2014, and 65% of Santa Fe renters cannot afford the median
25 priced home; and

1 **WHEREAS**, according to the Santa Fe Association of Realtors’ Summer 2022 quarterly
2 property statistics report, the median sales price in Santa Fe increased over 20% since 2021; and

3 **WHEREAS**, on December 17, 2019, the City and Santa Fe Estates, Incorporated, a New
4 Mexico corporation (“Santa Fe Estates”) terminated a 90-year-old development and profit-sharing
5 agreement between the parties, which resulted in the City reacquiring fee simple title to 250.1 acres
6 in the Northwest Quadrant of the City (“Las Estrellas”); and

7 **WHEREAS**, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract
8 NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

9 **WHEREAS**, these nine tracts of land are all subject to certain covenants, conditions, and
10 restrictions and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum
11 requirements for affordable housing, and the location of open spaces (“Master Plan”); and

12 **WHEREAS**, the Governing Body wishes to sell seven of the nine parcels in Las Estrellas
13 (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a
14 purchaser who will develop the parcels according to the applicable covenants, conditions,
15 restrictions, and Master Plan; and

16 **WHEREAS**, for the seven parcels it intends to sell, the Governing Body wishes to offer a
17 preference to local purchasers; and

18 **WHEREAS**, in addition to the local preference and applicable restrictions, the Governing
19 Body wishes to obtain at least the appraised value of the seven parcels; and

20 **WHEREAS**, while the City retains ownership of Las Estrellas, it is also the “Declarant”
21 under both the Residential the Declaration of Covenants, Conditions and Restrictions (“Residential
22 Covenants”) and Non-Residential (AKA "Master") Declaration of Covenants, Conditions, and
23 Restrictions (“Non-Residential Covenants”); and

24 **WHEREAS**, the Governing Body wishes to make Tract 6A available for an affordable
25 housing project; and

1 **WHEREAS**, the eighth parcel is designated “Community Services”, and, therefore, the
2 City will retain it for one of the following uses: Police, Fire, Library, Administrative Offices, or
3 Recreational Uses; and

4 **WHEREAS**, as the "Declarant" under the Residential Covenants affecting the property
5 (including Tract 6A), the City has the right to remove Tract 6A from the Residential Covenants
6 (but not the Non-Residential Covenants); and

7 **WHEREAS**, in addition, or in lieu, the City may request the Las Estrellas Residential
8 Association and/or Master Association Board limit the assessments for Tract 6A to support greater
9 affordability; and

10 **WHEREAS**, the City intends to donate or sell at a discount Tract 6A as identified in the
11 attached Exhibit A and Exhibit B for the development of homes that meet the definition in SFCC
12 1987, Sections 26-1 and 26-1 as “Santa Fe Homes Program Homes” (“SFHP”) or Low Priced
13 Dwelling Units” (“LPDU”), or other affordability definitions either as rental units, owned units, or
14 land trust homes.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE**, that the City Manager shall create an Evaluation Committee that will
17 release a Request for Qualifications (“RFQ”) and select a “Qualified Grantee,” or a consortium that
18 includes a “Qualified Grantee,” to develop Tract 6A for residential uses, offering a mix of housing
19 types, tenures, and affordability levels. The City shall award a disposal contract pursuant to the
20 RFQ based on the following evaluation criteria, as applied to the applicants’ proposed project(s):

- 21 • Funding Feasibility – the proposed project budget is realistic, funds are leveraged at
22 least at a 3:1 ratio from other committed funding sources, revenue is sufficient to
23 accomplish the proposed project.
- 24 • Need/Benefit and Project Feasibility – the project concept is responsive to
25 current/future market demand and the applicant provides a realistic timeframe for the

1 completion of the proposed activities.

- 2 • Affordability – the proposed project effectively meets the income eligibility
3 requirements of the New Mexico Affordable Housing Act, and the applicant describes
4 how it will achieve affordability targets; how the applicant and/or the City may monitor
5 the project over time for compliance; and how the applicant will secure.
- 6 • Organizational Capacity and Management – the applicant adequately demonstrates
7 experience and expertise in this type of housing construction, including work samples
8 and funding commitments.
- 9 • Innovative Design and Sustainability Targets – the applicant demonstrates the ability
10 to design and construct buildings that achieve high standards of sustainability, have
11 innovative designs, and exceed the green building criteria in City code.

12 **BE IT FURTHER RESOLVED** that, based on the criteria above, the Evaluation
13 Committee shall identify a development partner and potential future owner of Tract 6A, in order
14 for staff to prepare an agreement regarding the proposed project for approval by the Governing
15 Body.

16 **BE IT FURTHER RESOLVED** that the City Manager shall order an update to the
17 November 16, 2021 appraisal, of Tract 6A and an updated appraisal for the seven parcels it intends
18 to sell.

19 **BE IT FURTHER RESOLVED** that the City Manager shall develop a Real Estate
20 Donation Agreement and Special Warranty Deed for Governing Body approval, imposing a land
21 use restriction that will ensure an affordability period of no less than forty-five years and that will
22 run concurrently with any requirements imposed by any other subsidy provider, to be executed
23 upon transfer of Tract 6A.

24 **BE IT FURTHER RESOLVED** that, if the Qualifying Entity that is awarded Tract 6A
25 deems it necessary to provide affordable housing, the City shall either remove Tract 6A from the

1 Residential Declaration of Covenants, Conditions, and Restrictions, prior to selling the other seven
2 parcels, or the City shall request the Las Estrellas Residential Association Board and Master
3 Association Board limit the assessments on Tract 6A.

4 **BE IT FURTHER RESOLVED** that the Governing Body approves the public
5 announcement of sale for the seven parcels of Las Estrellas with the following minimum criteria:

- 6 1. a minimum bid of the appraised price or higher;
- 7 2. documentation of financial ability to pay for the land; and
- 8 3. documentation of financial viability to develop the land in accordance with the
9 Master Plan.

10 **BE IT FURTHER RESOLVED** that the City will select a purchaser for the seven parcels
11 of Las Estrellas as follows:

- 12 1. Requiring the minimum criteria, listed above;
- 13 2. Applying a local preference for local purchasers of up to six percent (6%), which
14 is consistent with the weight of the local preference offered in City and State
15 procurement; and
- 16 3. Selecting the offer that meets the minimum criteria and offers the highest purchase
17 price, as adjusted by the local preference.

18 **BE IT FURTHER RESOLVED** that, to receive the local preference, a purchaser must
19 meet one or both of the two following criteria, which may result in a cumulative six percent (6%)
20 local preference if both criteria are met:

- 21 1. Hold a current City of Santa Fe or Santa Fe County business license, and have held
22 said license for the proceeding three (3) years, to receive a three percent (3%) local
23 preference, or
- 24 2. Provide a New Mexico Tax and Revenue Department Resident Business
25 Certificate to receive a three percent (3%) local preference.

Signature: 

Email: tjlease@santafenm.gov

Signature: 
Johanna Nelson (Sep 5, 2025 13:31:29 MDT)

Email: jcnelson@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: August 19, 2025

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

From: Xavier Martinez, Constituent Services Manager

Via: Andréa Salazar, City Clerk

RE: Updating Permit Renewal Requirement for Long-Standing Vendors

SUMMARY:

The proposed bill would amend SFCC 1987, Section 23-5.5, to allow plaza pushcart vendors who have completed twenty-five (25) consecutive years of vending and have remained in good standing with the City of Santa Fe the ability to renew their license every ten (10) years rather than five (5) years. Ten-year license applications would not be required to submit photographs and blueprints and would not be required to participate in juried vendor selection.

ATTACHMENTS:

Bill
Fiscal Impact Report

[bracketed material] = delete

underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-19

INTRODUCED BY:

Councilor Signe Lindell

A BILL

ESTABLISHING A TEN (10) YEAR PLAZA PUSH CART VENDOR LICENSE FOR WHICH VENDORS WHO HAVE COMPLETED TWENTY- FIVE (25) CONSECUTIVE YEARS OF VENDING ARE ELIGIBLE TO APPLY.

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

Section 1. Section 23-5.5 of SFCC 1987 (being Ord. No. 2017-21, Section 2, as amended) is amended to read:

23-5.5 – Plaza pushcart vendors; licenses; requirements; selection process; conditions of operations

A. *Short Title.* This section may be cited as the "Plaza Pushcart Ordinance."

B. *Plaza Pushcart Vendor Licenses.* Plaza pushcart vendor licenses may be granted at the discretion of the city manager. Such licenses shall be privileges of the holders of a license, subject to the provisions of this chapter. Such licenses are not and shall not be construed as rights in property or otherwise; and may be revoked by the city at any time, subject to the provisions of this chapter.

1 C. *Number of Plaza Pushcart Vendor Licenses.* The city manager may issue up to six
2 (6) Plaza pushcart vendor licenses per term.

3 D. *Location.* At the discretion of the city, the locations of the plaza pushcart vendors
4 may be designated in the Plaza Park; the Plaza; or the Plaza periphery.

5 E. *Term.* A vendor license shall be valid for a period of five (5) or ten (10) years from
6 January 1 or the date issued, whichever is later, of the first year to December 31 of the fifth or tenth
7 year, as applicable, subject to the provisions of this chapter.

8 F. *Requirements for Plaza Pushcart Vendor License Applications.*

9 (1) The city shall give public notice of the application period by whatever no-
10 fee notice or announcement channels are available through local print, audio or video
11 media. [~~For the 2015-2017 license term, application shall be made during the month of~~
12 ~~April 2015. For the 2018-2022 license term, application shall be made during the month of~~
13 ~~October 2017.] Every five years [~~thereafter~~], application shall be made during the month
14 of September. The city manager may renew licenses for a five (5) year period or, for
15 vendors who have completed twenty- five (25) consecutive years of vending and have
16 remained in good standing with the city, a ten (10) year period.~~

17 (2) Each applicant shall be required to:

18 (a) Pay an application fee. The application fee shall be established by
19 a resolution adopted by the governing body;

20 (b) Allow disclosure of the applicant's name and address as a matter
21 of public record;

22 (c) Provide a state taxpayer identification number;

23 (d) Except for new businesses, provide a letter of good standing from
24 the New Mexico taxation and revenue department and the New Mexico
25 environment department;

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- (e) Be a resident of Santa Fe county;
 - (f) Describe on the application the type of food product the applicant will offer for sale, including prices; and
 - (g) Designate on the application the proposed hours of operation of the Plaza pushcart.
- (3) Only one (1) Plaza pushcart vendor license shall be allowed per immediate family.
- (4) The applicant shall affirm, in the presence of a notary public, that if the applicant is granted a Plaza pushcart vendor license:
- (a) The license fee, or any portion thereof, is nonrefundable.
 - (b) During the term of the license, the applicant shall maintain adequate insurance in at least the amounts stated in the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the city on an annual basis during the term of the license. The insurance policy shall:
 - (i) Name the city of Santa Fe as an additional insured on the policy; and
 - (ii) State that the city shall be notified no less than thirty (30) days in advance of cancellation of such insurance policy for any reason. Prior to operation as a Plaza pushcart vendor, the Plaza pushcart vendor shall furnish the city with a copy of a certificate of insurance.
 - (c) The applicant shall comply with all provisions of the Plaza Pushcart Ordinance, subsection 23-5.5 SFCC 1987, and any other applicable laws; and acknowledges that violation of this section or any other applicable law constitutes grounds for permanent revocation of the license.
- (5) An application may not be submitted by any person who previously was

1 issued a Plaza pushcart vendor license whose license was revoked according to the
2 procedures for revocation of the license set forth in subsection 23-5.5J.

3 (6) Each application shall include:

4 (a) Four (4) photographs of the Plaza pushcart vendor's cart, with
5 views of the front, back and each side of the cart, and the specifications of the cart;
6 or

7 (b) A set of blueprints and specifications of each elevation of the
8 proposed cart, if the cart has not been built.

9 (7) If a Plaza pushcart license is awarded, the vendor shall be required to
10 obtain a permit to operate as a food establishment from the New Mexico environment
11 department.

12 (8) Each applicant shall submit six (6) copies of the application, with original
13 photographs or blueprints and specifications attached. Photographs shall have been taken
14 no more than one (1) year before the date the application is submitted. Photographs shall
15 be no larger than eight and one-half inches by eleven inches (8½"×11").

16 (9) Each application shall be reviewed by city staff for completeness.
17 Incomplete applications shall not be considered.

18 (10) The pushcart vendor license fee, as established by resolution of the
19 governing body, shall be paid to the city. No refund of any portion of the fee shall be made
20 when a license is relinquished or revoked. If fees are not paid accordingly, the license shall
21 be revoked.

22 G. *Procedures for License Selection.*

23 (1) When ~~necessary~~ there are more applicants than available licenses, the
24 city manager shall designate a jury panel comprised of five (5) members who are residents
25 of the city of Santa Fe to select the Plaza pushcart vendors. Prior to the designation of the

1 panel, the city shall disclose the names of the pushcart applicants to potential panel
2 members and the names of the potential panel members to the applicants.

3 (a) A jury panel member shall be prohibited from serving on the panel
4 if they are related to an applicant for a Plaza pushcart license by consanguinity or
5 affinity to the third degree. For purposes of this section consanguinity means
6 related by blood; affinity means one's spouse or related through one's spouse; and
7 third degree means aunts, uncles, nieces and nephews.

8 (b) A jury panel member shall not be allowed to serve on the panel if
9 they have a conflict of interest with any applicant in accordance with the city of
10 Santa Fe Code of Ethics Ordinance, Section 1-7 SFCC 1987.

11 (c) Each jury panel member shall affirm that they shall be fair and
12 impartial during the selection process.

13 (2) The jury panel shall review and score each application separately. Scoring
14 shall be based on the following number of points and criteria:

15 (a) Up to fifty (50) points for quality, freshness, taste and cost of food.

16 (b) Up to thirty (30) points for a personal interview with the applicant,
17 at which time the applicant shall be required to explain how each food item that
18 the applicant is proposing to sell is prepared and demonstrate how at least one food
19 item is prepared.

20 (c) Up to ten (10) points for the design of the pushcart.

21 (d) Up to ten (10) points for compatibility and diversity of the
22 pushcart and food items with Plaza activities.

23 (3) Scores shall be calculated by city staff. The results shall be ranked
24 numerically and licenses shall be awarded in order of rank, from highest score to lowest.

25 In the event there is a tie in the ranking of applicants, the jury panel shall determine the

1 appropriate means by which the tie shall be broken. The city shall provide written notice
2 of the jury panel's ranking. An applicant may appeal to the city manager the decision of the
3 jury panel within fifteen (15) days of the date of the city's notice of ranking. The city
4 manager or their designee has sole discretion to grant or deny the appeal. The ranking of
5 applications may be adjusted based on the outcome of the appeal process.

6 (4) After the appeal period has ended and any adjustments have been made to
7 the ranking, the city shall mail notification of approval of licenses to the successful
8 applicants.

9 (5) Prior to issuance of any license, the city shall assign pushcart spaces on
10 the Plaza Park, the Plaza or the Plaza periphery. An applicant who had a license the
11 previous license period who receives a license for the upcoming license period may retain
12 the space ~~he or she~~ the applicant used previously. Otherwise, spaces shall be assigned by
13 means of a lottery.

14 (6) Each successful applicant shall obtain a city business registration as set
15 forth in Section 18-2 SFCC 1987 for use only on the Plaza, in the Plaza park or on the Plaza
16 periphery.

17 (7) The annual Plaza pushcart vendor license fee may be paid in full or in two
18 (2) increments. The full or initial increment shall be paid within thirty (30) days of the date
19 of the written notification of approval; the second increment shall be paid no later than six
20 (6) months from the date of issuance of the license. If the license fee is not paid within
21 thirty (30) days of the date of the written notification, the license shall be issued to the
22 applicant with the next-highest score.

23 (8) Vendors who have had a plaza vendor license for twenty-five (25) years
24 or more without recorded violations of the Plaza Pushcart Ordinance, SFCC 1987, Section
25 23-5.5, may apply to renew their pushcart vendor licenses for ten (10) years. Vendors

1 applying for a ten-year permit shall do so as described in 23-5.5(F), but they are not
2 required to submit the photos and blueprints required by parts (F)(6) and F(8). In addition,
3 vendors applying for a ten-year permit are not subject to the jury review described in parts
4 G(1) through (4). Vendors with a ten-year permit shall pay the annual pushcart vendor
5 license fee as described in Section 23-5.5(G)(7), in addition to the application fee described
6 in F(2), and may apply for subsequent ten (10) year permits.

7 (9) In the event that a Plaza pushcart vendor space is available but no qualified
8 applicant remains from the selection process, the city may repeat the selection process and
9 issue licenses for the remaining time.

10 H. *Conditions of Operation.*

11 (1) Plaza pushcart license holders are prohibited from receiving money, goods
12 or services for use of their designated space.

13 (2) Plaza pushcart vendors shall not hinder or impede pedestrian flow on any
14 sidewalk within the Plaza Park or traffic flow on any street surrounding the Plaza Park.

15 (3) Plaza pushcarts shall occupy no more than ninety-six (96) square feet
16 (twelve feet by eight feet (12'x8')). Such space shall include a cart no larger than four feet
17 by eight feet by eight feet (4'x8'x8'), an umbrella if desired, a thirty-two-gallon trash can
18 and a fire extinguisher (class 2A1OBC) as required by the city fire code.

19 (4) Plaza pushcarts shall pass a city mandated fire inspection.

20 (5) During the term of the license, push cart vendors may offer for sale only
21 the products that were indicated on the license application and accepted by the jury panel.

22 (6) Loud speakers, for voice transmission and amplification of music,
23 banging, hawking or yelling are prohibited.

24 (7) Signs of all types are prohibited except the following:

25 (a) Standard size business cards;

1 (b) A sign that provides method of payment, not to exceed eight and
2 one-half by five and one-half inches (8½"×5½"); and

3 (c) A total of three (3) square feet for a sign or signs, attached to the
4 cart, which may include the name of the business and the menu.

5 (8) The pushcart vendor's current business registration shall be available
6 onsite for inspection at all times of operation.

7 (9) The pushcart vendor shall identify on the application the names of the
8 individuals who are authorized to sell from the pushcart, along with the vendor. Such
9 individuals may include one (1) member of the pushcart vendor's immediate family, or
10 designee, one (1) non-immediate family member and one (1) employee of the vendor. Up
11 to two (2) times per year, during the license term, the license holder may change the names
12 of the designated individuals. If a vendor's or authorized person's name or address changes,
13 the vendor shall update the vendor's registration with the updated information within thirty
14 (30) days of the change.

15 (10) The pushcart vendors shall operate their licenses as follows:

16 (a) For the months of March through October, pushcart vendors shall
17 be set up a minimum of twenty (20) days per month, for six (6) hours per day,
18 between the hours of 8:00 a.m. to 10:00 p.m., during the term of the license. This
19 requirement may be modified by the city because of inclement weather.

20 (b) During the months of November through February, pushcart
21 vendors may be set up as the weather permits.

22 (c) Pushcart vendors shall not be set up after 12:00 noon on a day
23 prior to a major commercial event specified in subsection 23-5.2A SFCC 1987 or
24 at any time on the days a major commercial event is held on the Plaza. A pushcart
25 vendor may apply to the sponsors of the major commercial events for inclusion as

1 one of the vendors at that event.

2 (d) The city may request that pushcart vendors cease operation due to
3 construction, for security reasons or in the event of an emergency.

4 (11) The city shall designate temporary vehicle parking for the setup or tear
5 down of pushcarts provided that Plaza pushcart vendors shall obtain a loading zone permit
6 from the city parking division and comply with the requirements for such permit.

7 (12) Plaza pushcart vendors shall be liable for paying applicable municipal
8 gross receipts tax and submit a current letter of good standing from the New Mexico
9 taxation and revenue department to the city manager or designee in a sealed envelope.
10 Letters shall be submitted on an annual basis no later than December 31. A plaza pushcart
11 vendor license is subject to revocation if any plaza pushcart vendor fails to deliver a current
12 letter of good standing to the city manager or designee.

13 (13) The city manager may adopt a code of conduct that shall apply to all
14 pushcart vendors.

15 I. *Transfer of License.* A license is not transferable except as follows:

16 (1) If at any time after issuance of a license, a pushcart vendor is not going to
17 use a license, the vendor shall notify the city and relinquish the license.

18 (2) The city may revoke a license if the city determines that the license has
19 not been used for more than twenty (20) days within a calendar month, for the months of
20 March through October. The city may offer the remaining time on the license to the next
21 qualified applicant from the selection process set forth in this section.

22 (3) If a pushcart vendor dies or becomes incapacitated, the city manager may
23 offer the remaining time on the license to a member of the Plaza push cart vendor's
24 immediate family, or designee, who has been identified on the application. However, at the
25 expiration of the license period, that immediate family member or designee shall be

1 considered a new applicant in the selection process should they decide to apply.

2 J. *Enforcement.*

3 (1) The city shall inspect all pushcarts at least monthly to confirm compliance
4 with this section and any applicable laws. Upon determining that the pushcart vendor is in
5 violation of any provision of this section, the city may suspend or revoke the license subject
6 to the provisions of Section 23-5 SFCC 1987.

7 (2) The city shall investigate complaints alleging violation of this section
8 provided that the complaint is signed by the complainant and includes the complainant's
9 telephone number and address.

10 (3) Any vendor found to be out of compliance with this section shall be
11 notified in writing, by certified mail or personal service, of the violation and shall have ten
12 (10) calendar days from the date of the notice to come into compliance. If the violation is
13 not corrected, the vendor shall be notified in writing, by certified mail or personal service,
14 that the license is suspended for fifteen (15) days. If the vendor is found to not be in
15 compliance a second time within a license period, the vendor shall be notified in writing,
16 by certified mail or personal service, that the license is suspended for thirty (30) days. If
17 the vendor is found to not be in compliance a third time within a license period, the vendor
18 shall be notified in writing, by certified mail or personal service, that the license is revoked.

19 (4) Within five (5) calendar days of receiving a notice of violation, a vendor
20 may request a hearing before the city manager or their designee.

21 K. *Termination of Pushcart Vendor License.* The city of Santa Fe reserves the right
22 to terminate any or all Plaza pushcart vendor licenses, with or without cause, if such termination is
23 found to be in the best interest of the city of Santa Fe. In the event of termination, the city shall
24 provide a thirty-day written notice to each pushcart vendor whose license is being terminated.

25 L. *Amendments.* The city of Santa Fe reserves the right to amend the Plaza Pushcart

1 Vendor Ordinance prior to the expiration of any Plaza pushcart vendor license.

2 M. *Continuation of Plaza Pushcart Vendor License.* In the event that a jury panel has
3 not been established or the applications have not been issued, the city manager may
4 administratively extend the term of a license, not more than two (2) times, for no more than a six-
5 month period each time.

6 N. *Review.* This subsection shall be reviewed by the governing body within one (1)
7 year of adoption.

8 O. *Effective Date.* This subsection shall become effective immediately upon adoption
9 by the governing body.

10 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

11 APPROVED AS TO FORM:

12 
13 [Erin McSherry \(Aug 21, 2025 11:54:44 MDT\)](#)

14 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/Bill/2025/Updating Permit Requirement for long-Standing Plaza Vendors*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Updating Permit Renewal Requirement for Long-Standing Vendors

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk’s Office and Office of Community Engagement

Staff Completing FIR: Xavier Martinez, Constituent Services Manager Date: 8/18/2025

Phone: (505) 955-4620

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Aug 21, 2025 11:53:41 MDZ) Date: 08/21/2025

Reviewed by Finance Director: *Emily K. Oster* Date: 08/21/2025

Summary:

The proposed bill would amend SFCC 1987, Section 23-5.5, to allow plaza pushcart vendors who have completed twenty-five (25) consecutive years of vending and have remained in good standing with the City of Santa Fe (“City”) the ability to renew their license every ten (10) years rather than five (5) years. In the event that information the vendor previously submitted in an application changes, the bill requires that the vender resubmit the application with the updated information at the first available application window.

Departments Affected:

City Clerk’s Office and Office of Community Engagement (Constituent Services).

Consequences of Not Enacting Legislation:

If this legislation is not adopted, vendors who have completed twenty-five (25) consecutive years of vending would continue to renew their plaza pushcart vendor licenses every five (5) years, rather than the proposed 10-year renewal.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None.

Fiscal Implications:

Applicants who qualify for the proposed 10-year license renewal would only pay the application fee every ten years instead of every five years. Applicants would still be required to pay the license fee annually.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative: Applicants who qualify for the proposed 10-year license renewal would only pay the application fee every ten years instead of every five years. Applicants would still be required to pay the license fee annually.

Signature:

Email:

Signature:

Email:



CITY OF SANTA FE

Memorandum

Date: August 7, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, and Finance Committee

From: Marci A. Eannarino, Legislation and Policy Innovation Manager
Palmer C. Anderson, Policy Analyst
Christine M. Spiers, Legislative Assistant CS

Via: Erin K. McSherry, City Attorney EM

RE: Charter Review Commission Establishment and Identifying Certain Topics for the Commission's review.

EXECUTIVE SUMMARY:

The proposed Resolution would establish a Charter Review Commission and identifies mayor's and city councilors as the topic for consideration. Section 10.01 of the City of Santa Fe's Municipal Charter calls for a charter review commission to be appointed "as needed, but not less frequently than every ten years". As proposed in the Resolution, the Governing Body members would appoint the members of the Commission no later than April of 2026, and the Commission would recommend proposed amendments to the Charter to the Governing Body no later than April of 2027. Per Section 10.01 of the City of Santa Fe's Charter, the Governing Body would then vote on whether to include the Commission's recommendations on the ballot for approval by the voters in the November 2027 regular local election.

ATTACHMENTS:

Resolution
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Councilor Jamie Cassutt

6 Councilor Pilar Faulkner

7 Councilor Alma Castro

8
9
10 **A RESOLUTION**

11 **CONVENING A CHARTER REVIEW COMMISSION NO LATER THAN APRIL OF 2026**
12 **TO CONSIDER MAYOR AND CITY COUNCILOR POWERS.**

13 **WHEREAS**, the voters of the city of Santa Fe adopted the City of Santa Fe’s Municipal
14 Charter (“Chater”), at a special municipal election held on December 9, 1997; and

15 **WHEREAS**, the Charter states that it may be “amended or repealed as provided by law”
16 and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality
17 may amend its Charter by submitting a proposal to the qualified electors; and

18 **WHEREAS**, the voters of the City of Santa Fe (“City”) amended the Charter in elections
19 in 2008, 2014, 2018, and 2023; and

20 **WHEREAS**, Section 10.01 of the Charter calls for the Governing Body to appoint a charter
21 review commission (“Commission”) “as needed, but not less frequently than every ten years”; and

22 **WHEREAS**, a Commission may review and recommend to the Governing Body the
23 adoption of ballot questions regarding proposed Charter amendments for the electorate of the city
24 of Santa Fe to consider; and

25 **WHEREAS**, it is important that members of the Commission be residents of the city of

1 Santa Fe; that, to the extent possible, they have either an interest, knowledge, or training in local
2 government or law or a personal knowledge of the government of the City of Santa Fe; and that
3 they represent a variety of backgrounds and perspectives; and

4 **WHEREAS**, the 2023 Charter Commission Report included a recommendation to
5 “provide for a separation of powers between the executive and the legislative branches of City
6 government” and to “[c]reate a new Article V to replace current Articles V-VIII, entitled
7 GOVERNANCE with these sections: The Legislative Branch, [and] The Executive Branch”, and
8 the Governing Body wishes to renew the conversation on the topic; and

9 **WHEREAS**, the 2023 Charter Commission Report states that there was a “short period
10 of time” to make recommendations; and

11 **WHEREAS**, a resolution about the commission’s recommendation to “provide for a
12 separation of powers” was item 9g at the Special Governing Body meeting on Tuesday, August 22,
13 2023, and the Resolution that described the recommendation noted that the Charter Commission’s
14 recommendation presented changes that required “additional time for review and consideration”;
15 and

16 **WHEREAS**, the Governing Body wishes to dedicate additional time to the topic of
17 separation of powers, and to consider a balance of powers, by convening a Commission to review
18 the separation and balance of powers between the mayor and city councilors.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
20 **CITY OF SANTA FE** that a Charter Review Commission shall be convened consistent with
21 Section 10.1 of the City’s Charter, including the following parameters:

22 **Section 1. NAME:** The commission shall be called the Charter Review Commission
23 (“Commission”).

24 **Section 2. PURPOSE:** The purpose of the Commission is to review the City’s
25 Charter and determine whether to recommend changes to Charter modify the Mayor’s and the City

1 Councilors' powers and duties.

2 **Section 3. DUTIES AND RESPONSIBILITIES:** The Commission shall review the
3 Mayor's and Councilors' duties and powers established in the Charter any amendments proposed
4 by members of the Governing Body and the public on those topics, focusing on separation of
5 powers and balance of powers between the mayor and city councilors. The Commission shall
6 complete its review and prepare a report of the Commission's recommendations regarding
7 proposed Charter amendments no later than April 1, 2027, such that the Governing Body may
8 consider and adopt the recommendations for consideration during the November 2027 election.
9 After receiving the report, the Governing Body shall consider the proposals and vote on resolutions
10 regarding placing the proposed amendments on the ballot for vote by its electorate. The
11 Commission recommendations shall include, but not be limited to, the powers and duties of the
12 mayor and city councilors, including the following:

- 13 A. Whether there should be separation of powers or balance of powers as between the
14 mayor and city councilors;
- 15 B. Whether the City's mayor should have a purely executive role, rather than both a
16 legislative and executive role and, if so, what new powers and limitations should
17 be adopted along with such a separation of powers;
- 18 C. Whether the mayor, city manager, or the city councilors should propose the City
19 budget and what should be required in the budget's development;
- 20 D. Whether the City should adopt a strategic plan, and, if so, who should put it forward
21 for review, and how often should it be updated;
- 22 E. Whether a city councilor who is running for mayor should be required to give up
23 their city council seat; How to fill vacant council seats; and
- 24 F. Who has the power to appoint, dismiss, and supervise the city manager, city
25 attorney, and city clerk.

1 **Section 4. MEMBERSHIP; OFFICERS; TERM:**

2 **MEMBERSHIP:** As is consistent with Section 10.01 of the Charter, the Commission
3 “shall consist of nine members, one selected by each member of the governing body.” The
4 appointees shall be residents of the city of Santa Fe, and, to the extent possible, either have an
5 interest, knowledge, or training in local government or law or have personal knowledge of the City
6 government.

7 **OFFICERS:** The commissioners shall elect one member to be their chair and one member
8 to be vice-chair.

9 **TERM:** The members of the Governing Body shall appoint commissioners no later than
10 April 1, 2026, and the commissioners shall conclude their term by April 1, 2027.

11 **Section 5. ABSENCES:** Failure to attend three consecutive regular meetings or
12 thirty-three percent (33%) or more of the Commission’s regular meetings shall constitute an
13 automatic tender of resignation by such member, which the Governing Body may accept or reject
14 at its discretion.

15 **Section 6. VACANCIES:** Vacancies on the Commission shall be filled by the
16 member of the Governing Body who appointed the commissioner who held the vacated position.

17 **Section 7. MEETINGS; DURATION; QUORUM:** The Commission shall meet at
18 least once per month, in accordance with the Open Meetings Act and any other applicable City
19 policies and procedures and “hall hold no less than two meetings in each of the city’s council
20 districts, for the purpose of taking input from the public.

21 **Section 8. STAFF LIAISON:** The City Manager shall identify no fewer than two employees
22 to work alongside the City Attorney or City Attorney’s designee to assist the Commission to
23 perform research and drafting functions for the commission.

24 **BE IT FURTHER RESOLVED** that the City shall advertise the creation of the
25 Commission and its functions on a dedicated page of the City’s web site, and the page shall allow

1 for the public to submit proposed amendments.

2 **BE IT FURTHER RESOLVED** that as is consistent with Section 10.01 of the Charter,
3 the “governing body shall consider and vote upon proposing the commission’s recommended ballot
4 questions.”

5

6 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

7

8

9

10

ALAN WEBBER, MAYOR

11

12 ATTEST:

13

14

15 ANDRÉA SALAZAR, CITY CLERK

16 APPROVED AS TO FORM:

17

18

Erin McSherry

[Erin McSherry \(Aug 22, 2025 15:39:44 MDT\)](#)

19 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2025/Resolutions/ Call for Charter Review Committee to Review Mayor and City Councilor Powers

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Charter Commission Establishment

Sponsor(s): Councilors Jamie Cassutt, Pilar Faulkner, and Alma Castro

Reviewing Department(s): City Attorney’s Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager; Palmer Anderson, Policy Analyst; Christine Spiers, Legislative Assistant Date: 8/22/2025
Phone: (505) 955-6518 (505) 955-6563; (505) 955-6692

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Aug 22, 2025 15:39:44 MDT) Date: 08/22/2025

Reviewed by Finance Director: *Emily K. Oster* Date: 08/22/2025

Summary:

The proposed Resolution would establish a Charter Review Commission to consider separation of powers and balance of powers, as between the mayor and city councilors. Section 10.01 of the City of Santa Fe’s Municipal Charter calls for a charter review commission to be appointed “as needed, but not less frequently than every ten years”. The Governing Body members would appoint the Commission no later than April of 2026, and the Commission would recommend proposed amendments to the Charter to the Governing Body no later than April of 2027. Per Section 10.01 of the City of Santa Fe’s Charter, the Governing Body would then vote on whether to include the Commission’s recommendations on the ballot for approval by the voters in the November 2027 regular local election.

Departments Affected:

Governing Body, City Attorney’s Office, City Clerk’s Office, City Manager’s Office

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the City would not establish a Charter Review Commission to recommend whether the City’s Charter should be amended in relation the separation of powers and balance of powers as between the mayor and the city councilors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None at this time.

Performance and Administrative Implications:

The designated staff liaisons to the Commission and representatives from the City Attorney’s Office would be required to attend at least eight additional meetings. If the COMmission recommends changes that the Governign Body choses to place on the ballot, then the City Clerk would need to submit the questions to the County Clerk for inclusion on the ballot.

Fiscal Implications:

**Section 10.01 of the City’s Charter states that “the governing body shall fund a budget adequate for the commission to perform its functions and the city attorney or the city attorney’s designee, and no fewer than two additional employees identified by the City Manager, shall assist the commission to perform research and drafting functions for the commission”. Meeting this requirement would be budget neutral if the employee support described can be accomplished using current city employees. If existing resources and personnel are assigned, other City functions will be de-prioritized. In addition, if additional costs are required to convening of the Commission, the City would need to fund a budget adequate to support the Charter’s functions.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____				
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: CHARLSTEIN SPADERS

Email: cmspiers@santafenm.gov

Signature:

Email:

Signature:

Email: