



AGENDA

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
JUNE 22, 2020
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Public Works and Utilities meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. APPROVAL OF MINUTES FROM JUNE 08, 2020 PUBLIC WORKS & UTILITIES COMMITTEE MEETING
6. **PUBLIC COMMENT (Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233)**
7. **CONSENT AGENDA**
 - a. Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of \$4,989,235 for Transit Operating Expenses; Federal Transit Administration.



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- Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$4,989,235 (Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/29/2020
Governing Body (Scheduled) 07/08/2020

- b. Request for the Approval to Complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of \$1,750,904 for Transit Operating Expenses; Federal Transit Administration. (Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/29/2020
Governing Body (Scheduled) 07/08/2020

- c. Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of \$71,773 for the Riderfinders Program; Federal Transit Administration. (Keith Wilson, Division Director of Administration and Grants, kpwilson@santafenm.gov, 955-2223)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/29/2020
Governing Body (Scheduled) 07/08/2020

- d. Request for Approval of State of New Mexico, Aging and Long Term Services Department Intergovernmental Agreement (Grant) in the Amount of \$304,000 for the Senior Volunteer Programs: Foster Grandparent Program, Senior Companion Program and the Retired Senior Volunteer Program. (Melanie Montoya, Program Manager, mmmontoya@santafenm.gov, 955-4761).

COMMITTEE REVIEW

Finance Committee (Scheduled) 07/20/2020
Governing Body (Scheduled) 07/29/2020



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- e. Amendment to the 2019 Annual Action Plan, Required by the U.S. Department of HUD, that Describes Proposed Uses of CARES Funding in the Amount of \$361,227 (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)

COMMITTEE REVIEW

Community Development Commission (Approved)	06/03/2020
Governing Body (Request to Publish Notice of Public Hearing)	06/10/2020
Finance Committee (Public Meeting)	06/15/2020
Quality of Life Committee (Approved)	06/17/2020
Governing Body (Public Hearing)	06/24/2020

- f. Request for Approval of Amendments to extend the Term of Performance on four (4) Housing Contracts through June 30, 2021 (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 303-9868):
1. Amendment #1 to Mortgage Principal Reduction Contracts
 - a. Habitat for Humanity – (AHTF) – Contract amount \$80,000 (current balance is \$40,000)
 - b. Housing Trust – (AHTF) – contract amount \$157,500 (Current balance - \$76,000)
 - c. Homewise (CDBG) – Contract amount \$188,000 (Current balance - \$163,308.61)
 2. Amendment #4 to Home Repair Contract
 - a. Homewise Home Repair (CDBG) – Contract amount \$ 75,000 (Current balance - \$ 25,716.44)

COMMITTEE REVIEW

Quality of Life Committee (Approved)	06/17/2020
Governing Body (Scheduled)	06/24/2020

- g. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020



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- h. Consideration of Bill No. 2020-14: An Ordinance Amending Section 23-6.2 SFCC 1987 to Allow Licensed Establishments That Have Obtained an Obstruction Permit From the City and a Temporary Change/Expansion of Liquor License Premises From the New Mexico Alcoholic Beverage Control Division to Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property That Has Been Specifically Authorized for Temporary use Due to the COVID-19 Public Health Emergency; and Establishing an Effective Date as the Date of Bill Adoption. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Governing Body (Request to Publish) (Approved)	06/10/2020
Quality of Life Committee (Approved)	06/17/2020
Governing Body (Scheduled)	06/24/2020

- i. Consideration of Resolution No. 2020-__: A Resolution Establishing a Framework for the Closure of Streets to Vehicular Traffic for Certain Periods During 2020. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Quality of Life Committee (Approved)	06/17/2020
Governing Body (Scheduled)	06/24/2020

- j. Request Approval of Award of Bid 20/14/B for FY2021 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. in the Amount of \$200,000.00 plus NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020

- k. Request to Award Contract to Bosque Natural Company in Response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation



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Management in the Amount of \$240,000.00 Exclusive of NMGRT. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020

- I. Request approval of Amendment #1 to the contract with Financial Consulting Solutions Group for the Asset Management Plan extending the term through June 30, 2021. (Lee Gagnon, Engineer Associate, Water Division, lrgagnon@santafenm.gov, 955-4229)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/29/2020
Governing Body (Scheduled)	07/08/2020

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: July 06 2020**
12. **ADJOURN**



Agenda

**PUBLIC WORKS & UTILITIES
COMMITTEE MEETING
ATTEND VIRTUALLY**

<https://www.youtube.com/user/cityofsantafe>

MONDAY, JUNE 08, 2020

5:00 P.M.

AMENDED

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES FROM MAY 26, 2020 PUBLIC WORKS & UTILITIES COMMITTEE MEETING
6. PUBLIC COMMENT (Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233)
7. CONSENT AGENDA
 - a) Request Approval of Change Order #4 Bradbury Stamm Construction WWM Treatment Plant Anaerobic Digesters Project in the Amount of \$288,280.59 Inclusive of NMGRT (Alan Macgregor, Engineering Supervisor, Public Utilities, asmacgregor@santafenm.gov, 955-4263 and Michael Dozier, Wasterwater Division Director, mldozier@santafenm.gov)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

- b) Request for Approval of Amendment #1 with Denora-MIOX, Inc. to Provide On-Site Disinfectant Solution Generation Units though December 2020 in the Amount of \$428,239.21 Inclusive of NMGRT. (Jonathan Montoya, Source of Supply Operations Manager, jmmontoya@santafenm.gov, 955-4373)

COMMITTEE REVIEW

Finance Committee (Scheduled)

06/15/2020

Governing Body (Scheduled)

06/24/2020

- c) Review and Recommendations of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Acting Public Works Director, jjromero1@santafenm.gov 955-6638)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- d) Request Approval of Amendment #3 - with MNM Office of Archaeological Services for FY 2020/21 in the amount of \$100,000 plus NMGR T (Paul Duran, Archaeological Technician, Public Utilities, paduran@santafenm.gov, 955-4234)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- e) Request Approval of Amendment # 3 Financial Consulting Solutions in the Amount of \$108,000 plus NMGR T for FY 20/21 Public Utilities Financial Planning Services in the Amount of \$108,000 plus NMGR T. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- f) Request Approval of Change Order #3 Sub Surface for FY 20/21 City Wide Utility Construction and Repair in the Amount of \$542,187.5 Inclusive of NMGR T. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- g) Request Approval of Change Order #3 Sub Surface for FY 20/21 Priority Line Replacement in the Amount of \$1,626,562.50 Inclusive of NMGR T. (Bill Huey, Engineer, Public Utilities, bchuey@santafenm.gov, 955-4273)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- h) Request Approval of Amendment #3 – Alpha Southwest for FY 20/21 Emergency Repair On-Call in the Amount of \$211,015.63 Inclusive of NMGR T. (Jonathan Montoya, Source of Supply Operations Manager, jmontoya@santafenm.gov, & Efren Morales, WWM Plant Superintendent, Public Utilities, emmorales@santafenm.gov, 955-4618)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- i) Request approval of Amendment #4 with N. Harris Advanced in the Amount \$1,092,569.24 Inclusive of NMGRT
- Request Approval of a Budget Increase to FY 20/21 Utility Customer Service Budget in the Amount of 1,092,569.24. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- j) Request Approval of Amendment # 1 – Carollo Engineers FY 20/21 On-Call Engineering in the Amount of \$250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- k) Request Approval of Amendment #1 – Hazen & Sawyer FY 20/21 On-Call Engineering in the Amount of \$250,000 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- l) Request Approval of Amendment #4 – John Shoemaker & Associates Inc. for FY 20/21 in the Amount of \$197,560 plus NMGRT (Bill Schneider, Water Resource Coordinator, Public Utilities, whschneider@santafenm.gov, 955-4203)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- m) Consideration of Resolution No. 2020-__: A Resolution Re-establishing the Water Conservation Committee (Councilor Romero-Wirth) (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW

Governing Body (Scheduled) 06/10/2020

- n) Request for Approval of Contract to Establish a New Agreement for Time and Attendance Software Subscriptions with Reseller IMMIX Technology. IMMIX Technology GSA Contract GS-35F-0265X Expires on March 2, 2021 and are Requesting a New 3-Year Contract to go to June 30, 2023. In the Amount of Year 1: \$122,433.42, Year 2: \$127,903.49 and Year 3: \$133,179.71 for total Compensation of \$383,516.62 (Joshua Elicio, ITT Department Director juelicio@santafenm.gov, 955-5576)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- o) Request for the Approval of Amendment #1 to Service Contract 20-0027 in the Total Amount of \$500,000.00 Plus Applicable NMGRT for On-Call HVAC, Mechanical, Plumbing and Electrical Services at Midtown and Other City Facilities as Needed; B&D Industries, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
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- p) Request for the Approval of a Service Contract in the Total Amount of \$544,500.00 Including Applicable NMGRT for Comprehensive Design/Build Services for the Design and Construction of a Restroom Facility to be Located in the Water Street Parking Lot; FacilityBuild, Inc (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
Governing Body (Scheduled) 06/24/2020

- q) Consideration of Bill No. 2020-___: An Ordinance Amending Section 5-13.3 to Correct a Reference Citation. (Councilor Lindell) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW

Quality of Life Committee (Approved) 06/03/2020
Governing Body (Request to Publish) (Scheduled) 06/10/2020
Governing Body (Public Hearing) (Scheduled) 06/24/2020

- r) Consideration of Resolution No. 2020-___: A Resolution Authorizing the Standard Process for Sale of Potable Water to Treated Effluent Customers in the Event Treated Effluent is Not Available; Directing the City to Pursue Alternative Methods and Actions to Increase Robustness and Dependability of Non-Potable Water Sources. (Councilors River and Abeyta) (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

COMMITTEE REVIEW

Governing Body (Scheduled) 06/10/2020

8. MATTERS FROM STAFF
9. MATTERS FROM THE COMMITTEE
10. MATTERS FROM THE CHAIR
11. NEXT MEETING: **MONDAY, JUNE 22, 2020**
12. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520
five (5) working days prior to meeting / date

RECEIVED AT THE CITY CLERK'S OFFICE

DATE: June 5, 2020

TIME: 10:12 AM



Agenda

**PUBLIC WORKS & UTILITIES
COMMITTEE MEETING
ATTEND VIRTUALLY**

<https://www.youtube.com/user/cityofsantafe>

MONDAY, JUNE 08, 2020

5:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES FROM MAY 26, 2020 PUBLIC WORKS & UTILITIES COMMITTEE MEETING
6. PUBLIC COMMENT (Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233)
7. CONSENT AGENDA
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COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

- b) Request for the Approval of a Contract between Falling Colors and the City of Santa Fe in the Total Amount of \$520,000 to Carry Out the First Responders Comprehensive Addiction and Recovery Act Grant. (Andres Mercado, Battalion Chief MIHO, ajmercado@santafenm.gov, 955-3604)

COMMITTEE REVIEW

Finance Committee (Scheduled)	06/15/2020
Governing Body (Scheduled)	06/24/2020

- c) Review and Recommendations of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital funds on Capital Expenses Normally Paid from City Operating Budgets (John Romero, Traffic Engineering Division Director, jjromero1@santafenm.gov 955-6638)

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COMMITTEE REVIEW

Finance Committee (Scheduled) 06/15/2020
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COMMITTEE REVIEW

Quality of Life Committee (Approved) 06/03/2020
Governing Body (Request to Publish) (Scheduled) 06/10/2020
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COMMITTEE REVIEW

Governing Body (Scheduled) 06/10/2020

8. MATTERS FROM STAFF
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11. NEXT MEETING: **MONDAY, JUNE 22, 2020**
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five (5) working days prior to meeting / date

RECEIVED AT THE CITY CLERK'S OFFICE

DATE: June 4, 2020

TIME: 9:14 AM

**SUMMARY OF ACTION
PUBLIC WORKS AND UTILITIES COMMITTEE MEETING
ATTENDED VIRTUALLY
MONDAY, JUNE 8, 2020, 5:00 PM**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	2
APPROVAL OF CONSENT AGENDA	APPROVED/AMENDED	2
APPROVAL OF MINUTES	APPROVED	2
PUBLIC COMMENT	NONE	2
 <u>CONSENT AGENDA</u>		
REQUEST APPROVAL OF CHANGE ORDER #4 BRADBURY STAMM CONSTRUCTION WWM TREATMENT PLANT ANAEROBIC DIGESTERS PROJECT IN THE AMOUNT OF \$288,280.59 INCLUSIVE OF NMGRT.	APPROVED	3-4
REQUEST FOR THE APPROVAL OF A CONTRACT BETWEEN FALLING COLORS AND THE CITY OF SANTA FE IN THE TOTAL AMOUNT OF \$520,000 TO CARRY OUT THE FIRST RESPONDERS COMPREHENSIVE ADDICTION AND RECOVERY ACT GRANT.	APPROVED ON CONSENT	4
<p style="padding-left: 40px;">Approved on consent.</p>		
REVIEW AND RECOMMENDATIONS OF RE-PRIORITIZATION OF CITY CAPITAL	APPROVED	4-5

PROJECTS FOR THE PURPOSE OF UTILIZING CAPITAL FUNDS ON CAPITAL EXPENSES NORMALLY PAID FROM CITY OPERATING BUDGETS.

REQUEST APPROVAL OF AMENDMENT #3 WITH NM OFFICE OF ARCHAEOLOGICAL SERVICES FOR FY 2020/21 IN THE AMOUNT OF \$100,000 NMGR.	APPROVED ON CONSENT	5
REQUEST APPROVAL OF AMENDMENT #3 FINANCIAL CONSULTING SOLUTIONS IN THE AMOUNT OF \$108,000 PLUS NMGR FOR FY 20/21 PUBLIC UTILITIES PLANNING SERVICES IN THE AMOUNT OF \$108.000 PLUS NMGR.	APPROVED ON CONSENT	5
REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 CITY WIDE UTILITY CONSTRUCTION AND REPAIR IN THE AMOUNT OF \$542,187.50 INCLUSIVE OF NMGR.	APPROVED ON CONSENT	5
REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 PRIORITY LINE REPLACEMENT IN THE AMOUNT OF \$1,626,562.50 INCLUSIVE OF NMGR.	APPROVED	5-6
REQUEST APPROVAL OF AMENDMENT # 3 - ALPHA SOUTHWEST FOR FY 20/21 EMERGENCY REPAIR ON-CALL IN THE AMOUNT OF \$211,015.63 INCLUSIVE OF NMGR.	APPROVED ON CONSENT	6
REQUEST APPROVAL OF AMENDMENT #4 WITH N. HARRIS ADVANCED IN THE AMOUNT OF \$1,092,569.24 INCLUSIVE OF NMGR.	APPROVED	6-7
REQUEST APPROVAL OF AMENDMENT #1 - CAROLLO ENGINEERS FY 20/21	APPROVED ON CONSENT	7-8

ON-CALL ENGINEERING IN THE AMOUNT OF \$250,000 PLUS NMGRT.

REQUEST APPROVAL OF AMENDMENT #1 - HAZEN AND SAWYER FY 20/21 ON-CALL ENGINEERING IN THE AMOUNT OF \$250,000 PLUS NMGRT. APPROVED ON CONSENT 8

REQUEST APPROVAL OF AMENDMENT #4 - JOHN SHOEMAKER AND ASSOCIATES, INC. FOR FY 20/21 IN THE AMOUNT OF \$197,560 PLUS NMGRT. APPROVED ON CONSENT 8

CONSIDERATION OF RESOLUTION NO. 2020 ____: A RESOLUTION RE-ESTABLISHING THE WATER CONSERVATION COMMITTEE. APPROVED 8-9

REQUEST FOR APPROVAL OF CONTRACT TO ESTABLISH A NEW AGREEMENT FOR TIME AND ATTENDANCE SOFTWARE SUBSCRIPTIONS WITH RESELLER IMMIX TECHNOLOGY. IMMIX TECHNOLOGY GSA CONTRACT GS-35F-0265X EXPIRES ON MARCH 2, 2021 AND ARE REQUESTING A NEW 3-YEAR CONTRACT TO GO TO JUNE 30, 2023. IN THE AMOUNT OF YEAR 1: \$122,433.42, YEAR 2: \$127,903.49, AND YEAR 3: \$133,179.71 FOR TOTAL COMPENSATION OF \$383,516.62. APPROVED ON CONSENT 9

REQUEST FOR THE APPROVAL OF AMENDMENT #1 TO SERVICE CONTRACT 20-0027 IN THE TOTAL AMOUNT OF \$500,000.00 PLUS APPLICABLE NMGRT FOR ON-CALL HVAC, MECHANICAL, PLUMBING AND ELECTRICAL SERVICES AT MIDTOWN AND OTHER CITY FACILITIES AS APPROVED 9-10

NEEDED; B&D INDUSTRIES, INC.

**REQUEST FOR THE APPROVAL OF
A SERVICE CONTRACT IN THE TOTAL
AMOUNT OF \$544,500.00 INCLUDING
APPLICABLE NMGRT FOR
COMPREHENSIVE DESIGN/BUILD FOR
THE DESIGN AND CONSTRUCTION OF
A RESTROOM FACILITY TO BE
LOCATED IN THE WATER STREET
PARKING LOT; FACILITYBUILD, INC.**

APPROVED ON CONSENT 10

**CONSIDERATION OF BILL NO.
2020 - _____; AN ORDINANCE
AMENDING SECTION 5-13.3 TO
CORRECT A REFERENCE CITATION.**

APPROVED 10-11

**CONSIDERATION OF BILL NO.
2020- _____; A RESOLUTION
AUTHORIZING THE STANDARD
PROCESS FOR SALE OF POTABLE
WATER TO TREATED EFFLUENT
CUSTOMERS IN THE EVENT TREATED
EFFLUENT IS NOT AVAILABLE;
DIRECTING THE CITY TO PURSUE
ALTERNATIVE METHODS AND
ACTIONS TO INCREASE ROBUSTNESS
AND DEPENDABILITY OF
NON-POTABLE WATER SOURCES.**

APPROVED 11-13

MATTERS FROM STAFF

INFORMATION/DISCUSSION 13

MATTERS FROM THE COMMITTEE

NONE 13

MATTERS FROM THE CHAIR

INFORMATION/DISCUSSION 13-14

NEXT MEETING

JUNE 22, 2020 14

ADJOURN

ADJOURNED 14

**PUBLIC WORKS AND UTILITIES COMMITTEE MEETING
ATTENDED VIRTUALLY
MONDAY, JUNE 8, 2020, 5:00 PM**

1. CALL TO ORDER

The meeting of the Public Works and Utilities Committee was called to order at 5:00 pm by Councilor Christopher River, Chair, via virtual attendance, on Monday, June 8, 2020.

2. ROLL CALL

MEMBERS PRESENT

Councilor Christopher Rivera, Chair
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler
Councilor Michael Garcia

OTHERS PRESENT

Councilor Carol Romero-Wirth
Regina Wheeler, Director, Public Works
Shannon Jones, Director, Public Utilities
John Romero, Acting Director, Public Works
Emily Pisula, Public Works
Jamie-Rae Diaz, Public Utilities
Joe Abeyta, City of Santa Fe
Efren Morales, Public Utilities
Christine Chavez, Public Utilities
Jonathan Montoya, Public Utilities
Nancy Jimenez, Public Utilities
Alan MacGregor, Public Utilities
Sam Burnett, Public Works
Jesse Guillen, Legislative Services
Michael Dozier, Public Utilities
Joshua Elicio, IT
Bill Huey, Public Utilities
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Lindell, seconded by Councilor Vigil Coppler, to approve the agenda as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

4. APPROVAL OF CONSENT AGENDA

Councilor Lindell pulled items C, G and I for discussion.

Councilor Vigil Coppler pulled items A, M and Q for discussion.

Councilor Garcia pulled items G, O and R for discussion

MOTION A motion was made by Councilor Garcia, seconded by Councilor Vigil Coppler, to approve the consent agenda as amended.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

**5. APPROVAL OF MINUTES
MAY 26, 2020**

MOTION A motion was made by Councilor Garcia, seconded by Councilor Vigil Coppler, to approve the minutes as presented.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

6. PUBLIC COMMENT

None.

7. CONSENT AGENDA

A. REQUEST APPROVAL OF CHANGE ORDER #4 BRADBURY STAMM CONSTRUCTION WWM TREATMENT PLANT ANAEROBIC DIGESTERS PROJECT IN THE AMOUNT OF \$288,280.59 INCLUSIVE OF NMGRT.

Councilor Vigil Coppler said her question is around the contract in general. It appears we keep having issues at the Waste Water Treatment Plant. On page 16 it outlines different change orders dealing with price and one that is more specific. It seems like these items could have been anticipated. She would like staff to speak to that.

Mr. Jones said with a project of this size change orders are inevitable. One specific change order, number 2, deals with the fact that as part of the original project three bell pressers were requested. We installed two. We are installing the other one now. We were able to put one in at half price and that triggered change order 2. Some change orders added time to the project.

Mr. MacGregor reviewed the memo in the packet regarding change order 4.

Councilor Vigil Coppler said there is disorganization in the page order of this report. She wonders if there is disorganization in other areas. This is a very expensive contract. She wants to make sure someone is managing this so there is light at the end of the tunnel.

Chair Rivera said he would like to hear from Efred Morales.

Mr. Morales said these are changes to the digester project. It is helping us to improve the effluent water.

Chair Rivera asked will this help us to better provide effluent water to our users.

Mr. Morales said yes. They are capacity improvements.

Councilor Lindell said she hopes it helps. We will have \$14 million into this. We all expect it to help. Will it be completed in July.

Mr. MacGregor said we still don't have the connection approved with PNM. There will be some changes we will have to make to the electrical for that. That work will happen over the next few months.

Councilor Lindell said on page 14 she does not understand how start up costs could be a change order.

Mr. MacGregor said that includes a lot of things that were unanticipated in the original bid. We do have a contingency to cover this.

Councilor Lindell said we all expect to have success in this and that it solves the dramatic problems we are constantly having.

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Abeyta, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

B. REQUEST FOR THE APPROVAL OF A CONTRACT BETWEEN FALLING COLORS AND THE CITY OF SANTA FE IN THE TOTAL AMOUNT OF \$520,000 TO CARRY OUT THE FIRST RESPONDERS COMPREHENSIVE ADDICTION AND RECOVERY ACT GRANT.

Approved on consent.

C. REVIEW AND RECOMMENDATIONS OF RE-PRIORITIZATION OF CITY CAPITAL PROJECTS FOR THE PURPOSE OF UTILIZING CAPITAL FUNDS ON CAPITAL EXPENSES NORMALLY PAID FROM CITY OPERATING BUDGETS.

Councilor Lindell asked we have an additional \$250,000 indicated for funding for the soccer fields.

Mr. Romero said yes.

Councilor Lindell asked if he could give her some insight as to why we are doing that.

Mr. Romero said that money was originally intended for SWMA Park, but it would only have given us the funds to get the designs done. We changed the scope at SWMA Park and are using those funds for the scope of the soccer valley project.

Councilor Lindell said she thought we has a GIS assessment of that area and what was in need of repair. Is that right.

Mr. Romero said he did not have that information. He will follow up on that.

Councilor Lindell suggested that he check with Jennifer Romero and John Munoz on that and get back to her.

Mr. Romero said he would do that.

Councilor Abeyta said thank you Councilor Lindell for bringing this issue up. He and the Chair have met several times over the last eighteen months with the residents in our area. This is consistent with those conversations. We are okay with the changes in money.

Chair Rivera said Councilor Abeyta's assessment is correct. This was submitted to our delegation.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Vigil Coppler, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

D. REQUEST APPROVAL OF AMENDMENT #3 WITH NM OFFICE OF ARCHAEOLOGICAL SERVICES FOR FY 2020/21 IN THE AMOUNT OF \$100,000 PLUS NMGR.

Approved on consent.

E. REQUEST APPROVAL OF AMENDMENT #3 FINANCIAL CONSULTING SOLUTIONS IN THE AMOUNT OF \$108,000 PLUS NMGR FOR FY 20/21 PUBLIC UTILITIES PLANNING SERVICES IN THE AMOUNT OF \$108.000 PLUS NMGR.

Approved on consent.

F. REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 CITY WIDE UTILITY CONSTRUCTION AND REPAIR IN THE AMOUNT OF \$542,187.50 INCLUSIVE OF NMGR.

Approved on consent.

G. REQUEST APPROVAL OF CHANGE ORDER #3 SUB SURFACE FOR FY 20/21 PRIORITY LINE REPLACEMENT IN THE AMOUNT OF \$1,626,562.50 INCLUSIVE OF NMGR.

Councilor Garcia stated that last year \$1.08 million was appropriated for this. He would like clarification as to why there is such a drastic increase.

Mr. Huey said the PO this year is for \$1.6 million. This is a major piping project taking 1.5 to 2 years to complete.

Councilor Lindell asked have we tried to renegotiate this some or looked at getting new bids.

Mr. Huey said we are working with our contractors to see where we can save money.

Councilor Lindell said in today's world it is reasonable to do that. Savings would be helpful to the City right now.

Mr. Huey said he would look into that.

Councilor Lindell said she appreciated that.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Abeyta, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

H. REQUEST APPROVAL OF AMENDMENT # 3 - ALPHA SOUTHWEST FOR FY 20/21 EMERGENCY REPAIR ON-CALL IN THE AMOUNT OF \$211,015.63 INCLUSIVE OF NMGR.

Approved on consent.

I. REQUEST APPROVAL OF AMENDMENT #4 WITH N. HARRIS ADVANCED IN THE AMOUNT OF \$1,092,569.24 INCLUSIVE OF NMGR.

Councilor Lindell said we have been wrestling with this software forever. Can't we find a way to use this off the shelf. This contract has gone on forever. Can we stay where we are now and not spend the money for a year.

Ms. Jiminez said in 2013 the City purchased version #3 of the software. That version was not able to charge for the refuse as the City had designed. Advanced has

moved forward to version #4 and we do feel with the modifications it will work for the City of Santa Fe. We need to continue from where we are rather than push this another year out. She is very leery of pushing another year out with the current system. The current system is no longer supported for the AS400 system. It is a 19 to 20 year old system.

Councilor Lindell asked when will you roll out the new system.

Ms. Jiminez said it is a 14 month implementation.

Councilor Lindell asked doesn't 14 months seem like an awfully long time.

Ms. Jiminez said with the antiquated system we have, definitely not. We need the time to ensure accuracy.

Councilor Vigil Coppler asked is this contract related to the consultant contract we discussed.

Ms. Jiminez said Mountain River is integral to this transition. They are transferring the old system into the new system.

Councilor Vigil Coppler said if we don't do this the system will not be as good as it could be. It is important to move into the future and have accurate billing. She very much appreciates this and will be glad when it is over.

Councilor Garcia asked what happens when Advanced comes up with a new version.

Ms. Jiminez said we will get quarterly updates as part of the contract. After that we have a maintenance agreement that included updates.

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Garcia, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

Chair Rivera said he is feeling like we are spending money we don't have. He hopes contracts are looked at more closely during the budget hearings.

**J. REQUEST APPROVAL OF AMENDMENT #1 - CAROLLO ENGINEERS
FY 20/21 ON-CALL ENGINEERING IN THE AMOUNT OF \$250,000**

PLUS NMGRT.

Approved on consent.

**K. REQUEST APPROVAL OF AMENDMENT #1 - HAZEN AND SAWYER
FY 20/21 ON-CALL ENGINEERING IN THE AMOUNT OF \$250,000
PLUS NMGRT.**

Approved on consent.

**L. REQUEST APPROVAL OF AMENDMENT #4 - JOHN SHOEMAKER
AND ASSOCIATES, INC. FOR FY 20/21 IN THE AMOUNT OF \$197,560
PLUS NMGRT.**

Approved on consent.

**M. CONSIDERATION OF RESOLUTION NO. 2020 ____: A RESOLUTION
RE-ESTABLISHING THE WATER CONSERVATION COMMITTEE.**

Councilor Vigil Coppler asked if there was a current Committee.

Councilor Romero-Wirth said we do currently have a Water Conservation Committee. This Resolution combines three or four Resolutions that have been passed regarding this Committee over the years. Issue 1 of the Resolution is to combine them and to extend the number of terms members can serve. With this Committee members can serve from two to three terms. Committee turn over and vacancies have been an issue. This will help us to not lose so many people all at once.

Councilor Vigil Coppler asked what happens to members on the Committee currently.

Councilor Romero-Wirth said this is an important committee to the City and to water conservation and water planning efforts. Before the members terms expire they will be grandfathered in for an additional term.

Councilor Vigil Coppler thanked Councilor Romero-Wirth for the information.

Councilor Abeyta asked to be added as a co-sponsor.

Chair Rivera said Councilor Ives had some concerns about this Committee.

Ms. Chavez said she did not know of any. She can follow up with him.

Councilor Romero-Wirth said he was the Chair of this Committee for a number of

years.

Chair Rivera asked did he want to repurpose this Committee.

Ms. Chavez said not that she knows of.

Councilor Rivera said he supports Councilor Romero-Wirth in this effort.

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Lindell, to approve the Resolution.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

N. REQUEST FOR APPROVAL OF CONTRACT TO ESTABLISH A NEW AGREEMENT FOR TIME AND ATTENDANCE SOFTWARE SUBSCRIPTIONS WITH RESELLER IMMIX TECHNOLOGY. IMMIX TECHNOLOGY GSA CONTRACT GS-35F-0265X EXPIRES ON MARCH 2, 2021 AND ARE REQUESTING A NEW 3-YEAR CONTRACT TO GO TO JUNE 30, 2023. IN THE AMOUNT OF YEAR 1: \$122,433.42, YEAR 2: \$127,903.49, AND YEAR 3: \$133,179.71 FOR TOTAL COMPENSATION OF \$383,516.62.

Approved on consent.

O. REQUEST FOR THE APPROVAL OF AMENDMENT #1 TO SERVICE CONTRACT 20-0027 IN THE TOTAL AMOUNT OF \$500,000.00 PLUS APPLICABLE NMGRY FOR ON-CALL HVAC, MECHANICAL, PLUMBING AND ELECTRICAL SERVICES AT MIDTOWN AND OTHER CITY FACILITIES AS NEEDED; B&D INDUSTRIES, INC.

Councilor Garcia stated that last year the amount was \$250,000. This is double that. He would like clarification for why there is a drastic increase.

Mr. Burnett said the original contract with B&D was signed late in the year. It was January 2020 so it was not in place for a full year. This contract allows for the facility maintenance team to open POs in the City other than for Midtown. We have grant monies of \$750,000 and adjusted the contract to make sure we have everything in place when negotiating.

Councilor Garcia said thank you for the clarification. Are we expecting to see

any savings elsewhere than Midtown.

Mr. Burnett said we don't know yet how this will translate into savings. The only way to know is to see things as we move forward and to get more efficient equipment. These expenses are not savings driven.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Lindell, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

P. REQUEST FOR THE APPROVAL OF A SERVICE CONTRACT IN THE TOTAL AMOUNT OF \$544,500.00 INCLUDING APPLICABLE NMGR FOR COMPREHENSIVE DESIGN/BUILD FOR THE DESIGN AND CONSTRUCTION OF A RESTROOM FACILITY TO BE LOCATED IN THE WATER STREET PARKING LOT; FACILITYBUILD, INC.

Approved on consent.

Q. CONSIDERATION OF BILL NO. 2020 - _____; AN ORDINANCE AMENDING SECTION 5-13.3 TO CORRECT A REFERENCE CITATION.

Councilor Vigil Coppler said she wanted to point out on page 1, item 1, it says people sometimes and dog owners sometimes. Which one should it be.

Councilor Lindell said she couldn't tell her. This amendment is to change an improper reference. She thinks this covers what you are asking. You can amend it if you would like to.

Councilor Vigil Coppler said we have a chance to clean it up or leave it sloppy.

Chair Rivera asked does this still have to be published for 30 days.

Mr. Guillen said yes.

Chair Rivera said so you have plenty of time to make those changes through Jesse.

Councilor Vigil Coppler said she would do that.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Vigil Coppler, to approve the Ordinance amendment.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

R. CONSIDERATION OF BILL NO. 2020- _____; A RESOLUTION AUTHORIZING THE STANDARD PROCESS FOR SALE OF POTABLE WATER TO TREATED EFFLUENT CUSTOMERS IN THE EVENT TREATED EFFLUENT IS NOT AVAILABLE; DIRECTING THE CITY TO PURSUE ALTERNATIVE METHODS AND ACTIONS TO INCREASE ROBUSTNESS AND DEPENDABILITY OF NON-POTABLE WATER SOURCES.

Chair Rivera said we are requesting this because our effluent water delivery is so inconsistent. There are times when the fields, golf course and the Santa Fe Country Club are in jeopardy of losing part of their facilities. It costs over \$1 million to replace one green at the City golf course. This is a back up plan rather than having to have a special meeting to provide water. This is to be used on an emergency basis only.

Councilor Garcia asked how many customers use the effluent water.

Mr. Jones said it is hard to say because contractors also are customers who use the effluent water for dust mitigation. For turf irrigation it is SWAN Park, MRC and the Santa Fe Country Club.

Councilor Garcia asked if they pay for the water.

Mr. Jones said SWAN and MRC no. Santa Fe Country Club has an agreement with the City of Santa Fe to not be charged as long as they meet the requirements of it being a public course and keeping rates reasonable.

Councilor Garcia asked for turf users they would see a cost they are not expecting.

Mr. Jones said the cost would not be budgeted for. They would be billed at the bulk rate.

Councilor Garcia asked when the effluent water is not available to the turf people there will be an additional fee. It would be \$5,000 a day. For five days it would be an unexpected cost of \$25,000. He would hate to pile on penalties with this. He would like

to propose a cap at a certain number of days and after that the Water Company has to take on the expense if they can't provide effluent water. He would like to add something like that to this.

Mr. Jones said we need to look at the delineation between divisions. We are an enterprise fund. We need clarification about what the City is liable for. The Water Division and rates were looked at in the cost study. We incur costs to provide that water. Any expense gets pushed on the Water Department and is supported by customer rates. We can check on that with the City Attorney's Office.

Chair Rivera asked that Mr. Jones ask about anti-donation as well regarding giving water to a private entity.

Councilor Garcia said we are not holding up our end of the bargain. What is the legality and liability. He would like clarification on that. The Country Club and Parks and Recreation should not be held liable for the extra expenses.

Chair Rivera said get with the City Attorney's office on these issues and get back to the Committee members tomorrow.

Mr. Jones said he would do that.

Councilor Garcia said he wants to introduce an amendment on Wednesday.

Chair Rivera asked Mr. Guillen if there is an amendment what is the time requirement for the Council meeting.

Mr. Guillen said it needs to come to him any time prior to the meeting. The earlier the better.

Councilor Vigil Coppler said she thinks Councilor Garcia is on to something. The City has been giving water to the Santa Fe Country Club since the 1950s. There is a bunch of history there. She doesn't expect much difference in the outcome of this action. It seems only fair for us to uphold our end.

Chair Rivera said he is not opposed to adding any amendments as long as it is legal and binding.

Councilor Lindell said we are reviewing our contracts with the Country Club and with the Pueblos as to the water going to The Downs. She hopes we can make sure one does not interfere with the other.

Councilor Abeyta said if we are not able to provide the effluent water we need to admit that and provide potable water. At some point we need to make the call and not

do this. It is frustrating with the system going down so often.

Mr. Jones said we are working diligently to add robustness to the system. We delivered 17 million gallons of treated effluent water to the MRC. You can't discount that. We want to do better, but that is still a lot of water.

Chair Rivera said he would rather deliver effluent water rather than potable water for irrigation at MRC. The County Club, the Downs etc.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Vigil Coppler, to approve the Resolution.

VOTE The motion passed unanimously by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor Vigil Coppler, yes; Councilor Garcia, yes.

8. MATTERS FROM STAFF

Mr. Romero reported that they have lost another engineer, Sarah Anderson. These positions are very difficult to fill. She was an excellent employee. We are now down to one engineer - him. He hopes this is given consideration during the budget hearings.

9. MATTERS FROM THE COMMITTEE

None.

10. MATTERS FROM THE CHAIR

Chair Rivera introduced a Resolution regarding the furlough plan from the Mayor.

Chair Rivera introduced an Ordinance from the Mayor to allow the use of a temporary liquor license to serve alcohol on City streets for service during the COVID health emergency.

Chair Rivera asked Mr. Romero about recommendations from this Committee to the Finance Committee on the list of Public Works projects.

Mr. Romero said he can send the list approved tonight to the Finance Committee.

Chair Rivera asked Councilor Abeyta how he would like to move forward.

Councilor Abeyta said we will hear them at Finance project by project.

Mr. Romero said he will present them in that manner.

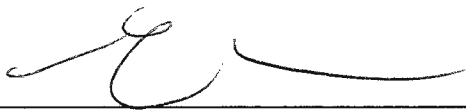
11. NEXT MEETING

JUNE 22, 2020

12. ADJOURN

There being no further business before the Committee the meeting was adjourned at 6:30 pm.

Councilor Christopher Rivera, Chair



Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: John Romero
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of \$4,989,235 for Transit Operating Expenses; Federal Transit Administration.**

a) **Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$4,989,235.**

ITEM

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. The CARES Act allocated \$25 billion in federal funding to help the nation's public transportation systems respond to the COVID-19 outbreak. The Act provides the funding at 100% federal share, requiring no local match. These funds can be used to support capital, operating, and other eligible expenses under the Section 5307 funding program incurred since January 20, 2020 in response to economic or other conditions caused by COVID-19. Note, administrative leave for transit personnel incurred is an eligible expense.

Distribution of the CARES ACT funding is administered by the New Mexico Department of Transportation (NMDOT) and the City of Santa Fe Transit Division has been allocated \$4,989,235. To provide some level of scale, this allocation is almost 3 times our typical annual appropriation of Section 5307 formula funding and is in addition to that annual. From an attached email from David Harris, NMDOT Transit and Rail Division Director, *"It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports its community and Santa Fe's economy."*

Also attached is a letter from the Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure in which they said: *“The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times.”*

Throughout this crisis the Transit Division has worked hard to maintain the safety of our employees and the travelling public, while continuing to provide transit services seven days a week to meet the needs of essential employees and those needing to make essential trips. Our employees, without exception, have recognized the importance of the services they provide, and provided these services in a safe and professional manner.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

The Transit Division has identified that the majority of its expenses (between \$600,000 and \$700,000 per month) are eligible for reimbursement through this grant, including all salaries and benefits that have been incurred since January 20, 2020. The intent of the use of this grant is to offset the loss of revenues budgeted for the Division and cover additional operating costs incurred due to the COVID-19 crisis. A Budget Adjustment in the amount of \$4,989,235 to Fund/Business Unit/Line Item: 540.5400491.490550 accompanies this request. Funding not reimbursed for expenses incurred in this budget year will be carried forward for use in the next budget year.

ACTION REQUESTED

Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of \$4,989,235 for Transit Operating Expenses; Federal Transit Administration.

a) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$4,989,235.

Attachments:

New Mexico Department of Transportation CARES Act Suballocation Letter

Grant Agreement: NM-2020-011-00

Summary of Contracts

Designation of Signature Authority for FTA Assistance Awards

David Harris, NMDOT Transit and Rail Division Director Email

Chair and Ranking Member of the House of Representatives Committee on Transportation and Infrastructure Letter

CARES Act Legislation (Transit Funding Section)

Budget Adjustment Resolution



April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

**RE: Federal Transit Administration (FTA) Small Urbanized Section 5307 CARES
ACT Suballocation Letter FULL YEAR FY 2020**

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 CARES ACT funding to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive CARES ACT Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 \$4,989,235

Designated Recipient

Kevin E Olinger Digitally signed by Kevin E Olinger
Date: 2020.04.08 16:44:30 -0500

Kevin Olinger
NMDOT Transit Manager

Date: 4/8/2020

Grant Recipient

John Romero Digitally signed by John Romero
Date: 2020.04.14 11:10:28 -0500

Signature
John Romero

Print Name

Date: 04-14-20

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

**Hilma Espinoza
Chynoweth**
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Application

Federal Award Identification Number (FAIN) NM-2020-011-00
Temporary Application Number 2066-2020-1
Application Name Santa Fe FY2020 Section 5307 CARES Act Operating
Application Status Final Concurrence / Reservation
Application Budget Number 0

Period of Performance Start Date	N/A
Original Period of Performance End Date	6/30/2021
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax

E-mail

afscme3999@gmail.com

Website

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 CARES Act Operating
--

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-011-00	Final Concurrence / Reservation	Grant	5/19/2020	5/19/2020	No

Application Executive Summary

This grant application represents the Section 5307 CARES Act appropriation of \$4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.

(Note: the Santa Fe UZA was apportioned \$5,315,047. Through the Santa Fe MPO, \$4,989,235 was allocated to the City of Santa Fe and \$325,812 was allocated to the North Central Regional Transit District.)

The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company. Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Daniel	Peschell	Transportation Program Specialist	daniel.peschell@dot.gov	817-978-0563
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$4,989,235
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,989,235

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$4,989,235.00	\$0.00	\$4,989,235.00	0
NM-2020-011-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$4,989,235.00	\$0.00	\$4,989,235.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 CARES Act Funding

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-011-01-00	2066-2020-1-P1	5/21/2020	1/20/2020	12/31/2020

Project Description

For the operating expenses of City of Santa Fe Transit Division related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due to reductions in service.

Project Benefits

Supports the operations of the City of Santa Fe Transit and Paratransit Operations during the Coronavirus Public Health Emergency

Additional Information

100 percent federal share for all projects funded by CARES Act

Location Description

The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP

Date: Not Provided

Description: Not Required for the CARES ACT Funding

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$4,989,235
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,989,235

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-011-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$4,989,235.00	\$0.00	\$4,989,235.00	0
NM-2020-011-01-00	30.09.08 EMER RELIEF - OPERATING ASSIST - 100% Fed Share	\$4,989,235.00	\$0.00	\$4,989,235.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.08 - EMER RELIEF - OPERATING ASSIST - 100% Fed Share				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	0

Extended Budget Description

To Support the operating costs of the City of Santa Fe Transit and Paratransit Operations starting on January 20, 2020 until funds have been fully expended.

Funds will be used to reimburse:

- Salaries and Benefits
- Utilities
- Communications
- Fuel, Fluids and Tires
- Repair and Maintenance Supplies and Services
- Operating Supplies
- Cleaning and Disinfectant Supplies
- Personal Protective Equipment
- Operational Software Support

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$4,989,235
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,989,235

Milestone Name	Est. Completion Date	Description
Start Date	1/20/2020	Date when Operating Expenditures can be expended from.
End Date	12/31/2020	Date all funds will have been disbursed and the grant will be closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description	Date
-------------	--------------------	-------------

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Daniel Peschell
Comment Type	DOL Review for Certification
Date	5/28/2020
Comment	Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact information is: Keith Wilson 505-955-2223 kpwilson@santafenm.gov UNION INFO: American Federation of State, Municipal and County Employees PO Box 10110 Santa Fe, NM 87504 Michelle Gutierrez 505-819-1002 afscme3999@gmail.com Person to notify at FTA: Daniel Peschell, Trans Program Specialist 819 Taylor Street, Room 14A02 Fort Worth, Texas 76102 Phone: (817) 978-0563

Application Review Comments

Comment By	Daniel Peschell
Comment Type	FTA Post Review Comments for Grantee
Date	5/22/2020
Comment	Please revise per my 5/22/20 email. Daniel Peschell Transportation Program Specialist 817-978-0563

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-011-00

Application Name: Santa Fe FY2020 Section 5307 CARES Act Operating

Application Start Date: N/A

Original Award End Date: 6/30/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the Section 5307 CARES Act appropriation of \$4,989,235 at 100% federal share to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe from January 20, 2020 until fully expended.

(Note: the Santa Fe UZA was apportioned \$5,315,047. Through the Santa Fe MPO, \$4,989,235 was allocated to the City of Santa Fe and \$325,812 was allocated to the North Central Regional Transit District.)

The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

Per the CARES Act, the project(s) in this application is not required to be programmed in the Long-Range Transportation Plan or Statewide Transportation Improvement Program.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$4,989,235.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$4,989,235.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$4,989,235.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (CARES Act)	5307-6	20507	\$4,989,235
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$4,989,235

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Federal Transit Administration

Description: **Small Urbanized Section 5307 CARES ACT Apportionment in the Total Amount of \$4,989,235 for Transit Operating Expenses;**

Contract Agreement Lease / Rent Amendment

Term Start Date: On Execution Term End Date: Once Expended

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: N/A

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Federal Transit Administration Org / Object: 540.5400491.490550

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Keith Wilson Phone # 505-955-2223

Email: kpwilson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Peter N. Ives, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Mike Harris, District 4

JoAnne Vigil Coppler, District 4


RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates **Regina Wheeler, Public Works Director** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR



DATE



GENO ZAMORA, CITY ATTORNEY



DATE

WILSON, KEITH P.

From: Harris, David C, NMDOT <DavidC.Harris@state.nm.us>
Sent: Thursday, April 23, 2020 4:37 PM
To: WILSON, KEITH P.
Subject: Use of CARES Act funds and other measures under FTA's Emergency Relief
Attachments: 2020-04-23 PAD and Graves Ltr to Transit Agencies.pdf; FTA 5307 suballocation letter FY20 CARES Act 042020 SF.pdf

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.

Hi Mr. Wilson,

The New Mexico DOT, as administrator of the Governor's apportionment under Federal Transit Administration (FTA) Section 5307 small urban, approved and allocated to the City of Santa Fe (Santa Fe Trails) \$4,989,235 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. These funds which are approximately three times your annual allocation were provided to your transit system at a 100-percent federal share, with no local match required, and are available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19. See attached letter from my staff at New Mexico DOT.

Operating expenses incurred beginning on January 20, 2020, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

It is the New Mexico DOT's express intent that these 100% funds are utilized in a way that keeps your transit system intact and temporarily replaces local revenue to reduce revenue loss, so when the public emergency starts to recede, Santa Fe Trails is well-positioned to assume its robust service that supports its community and Santa Fe's economy.

FTA has also established other tools to keep transit systems at the ready to lessen the impact of revenue loss and expedite a proactive response:

- FTA has waived the remaining local share requirement for previously appropriated Urbanized Area Formula Grants (49 U.S.C. 5307) for COVID-19-related expenses. This includes many different types of services normally not eligible, such as incidental use (meal delivery), charter service, purchase of personal protective equipment, as well as administrative leave for transit personnel. This 100 percent federal share applies to all FY 2020 and prior year funds under these formula programs and is available for operating expenses or capital projects. This authority is only available for COVID-19-related expenses. *See FTA's Responses to FAQs ER16 – ER20.*
- Existing federal procurement standards established in 2 CFR part 220.317-326 permit the use of a noncompetitive (sole source) procurement when the circumstances of an emergency (or public exigency) would not permit a delay resulting from competitive solicitation.

[Link to FTA COVID-19 resource page and FAQs and highlights:](#)

<https://www.transit.dot.gov/coronavirus>

<https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19>

Lastly, the bipartisan leadership of the Committee on Transportation and Infrastructure of the U.S. House of Representatives, Chairman Peter DeFazio and Ranking Member Sam Graves, has distributed the attached letter regarding use of public transportation funding provided under the CARES Act and the COVID-19 response.

Please let me know if you require any additional information and assistance as we continue to support New Mexico's public transit agencies.

Best,
David Harris

.....
David C. Harris, AICP
[Transit and Rail Division](#)
[New Mexico Department of Transportation](#)
505.699.4350
davidc.harris@state.nm.us
.....



Committee on Transportation and Infrastructure
U.S. House of Representatives
Washington, DC 20515

Peter A. DeFazio
Chairman

Sam Graves
Ranking Member

Katherine W. Dedrick, Staff Director

Paul J. Sass, Republican Staff Director

April 23, 2020

Dear Transit Agencies:

As you know, the *CARES Act* (P.L. No. 116-136) provided \$25 billion for public transit agencies to prevent, prepare for and respond to the novel coronavirus (COVID-19) pandemic. The funding allows public transit agencies to reimburse operating costs and maintain service so essential workers – including frontline healthcare workers, law enforcement, first responders, and other safety personnel – can get to their jobs. As this pandemic continues to keep most Americans at home, we are ever more cognizant of the important role that grocery store workers, warehouse workers, delivery drivers, and others play in our daily lives, and we thank you for assisting them in getting to work during these challenging times.

While Congress provided you with broad flexibility in using these funds, we encourage you to protect your frontline workers' safety, wages and benefits and to not postpone your use of this money. We also believe this applies to the frontline employees of smaller public transit agencies that may not typically receive federal funds and private companies who contract with public transit agencies to provide public transit service. We note that state Departments of Transportation (DOTs) and designated recipients have the flexibility to use *CARES Act* funding or state and local funds to protect transit workers at all transit systems, no matter how they traditionally operated or where their funding traditionally originated from.

In addition, the Federal Transit Administration (FTA) recently added new guidance on its COVID-19 webpage clarifying that transit agencies can amend their transit service contracts to allow these federal funds to cover pay for expenses to maintain readiness, including the pay of employees and other fixed expenses of private operators, whose operations have been reduced or eliminated.¹ We strongly encourage you to take advantage of this flexibility.

We recognize transit agencies are struggling to provide personal protective equipment (PPE) for your workers. As you know, funds from the *CARES Act* and formula grants for urbanized and rural areas are available to pay for PPEs. We believe that you should strive to adhere to FTA's recently updated safety advisory regarding safety protections for transit workers and riders and the

¹ <https://www.transit.dot.gov/frequently-asked-questions-fta-grantees-regarding-coronavirus-disease-2019-covid-19>

recommendations from the Centers for Disease Control and Prevention (CDC) as much as you are able.²

Absent your ability to meet the FTA safety advisory and CDC guidelines due to the lack of available supplies, we ask that you remain flexible with your workforce and allow those workers who are at higher risk of complications from the coronavirus to take extra precautions, which could include limiting their contact with the public. In fact, federal law provides a range of protections to the transit workforce in Section 1142 of Title 6, which Congress included in the Implementing Recommendations of the *9/11 Commission Act of 2007*.

Again, thank you for your efforts to provide critical service during this pandemic. The Committee appreciates the desire by transit agencies to follow the law and we want to make clear that the Congressional intent of this funding and the law is to ensure the safe continuation of transit services as well as protecting the transportation workforce from massive layoffs and operational disruptions. Should you have any questions or require additional information from the Committee please contact Auke Mahar-Piersma (Majority) at auke.mahar-piersma@mail.house.gov or Michael Falencki at Michael.falencki@mail.house.gov (Minority).

Sincerely,



Peter DeFazio
Chairman



Sam Graves
Ranking Member

² <https://www.transit.dot.gov/regulations-and-programs/safety/fta-safety-advisory-20-01-recommended-actions-reduce-risk>

America's Surface Transportation Act (division A of Public Law 114-94): *Provided*, That a State shall not be required to pay the National Railroad Passenger Corporation more than 80 percent of the amount paid in fiscal year 2019 under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (Public Law 110-432) and that not less than \$239,000,000 of the amounts made available under this heading in this Act shall be made available for use in lieu of any increase in a State's payment: *Provided further*, That amounts made available under this heading in this Act may be transferred to and merged with "Northeast Corridor Grants to the National Railroad Passenger Corporation" to prevent, prepare for, and respond to coronavirus: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

FEDERAL TRANSIT ADMINISTRATION

TRANSIT INFRASTRUCTURE GRANTS

For an additional amount for "Transit Infrastructure Grants", \$25,000,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the Secretary of Transportation shall provide funds appropriated under this heading in this Act as if such funds were provided under section 5307 of title 49, United States Code, and section 5311 of title 49, United States Code and apportion such funds in accordance with section 5336 of such title (other than subsections (h)(1) and (h)(4)), section 5311 (other than subsection (b)(3) and (c)(1)(A)), section 5337 and section 5340 of title 49, United States Code, and apportion such funds in accordance with such sections except that funds apportioned under section 5337 shall be added to funds apportioned under 5307 for administration under 5307: *Provided further*, That the Secretary shall allocate the amounts provided in the preceding proviso under sections 5307, 5311, 5337, and 5340 of title 49, United States Code, among such sections in the same ratio as funds were provided in the fiscal year 2020 appropriations: *Provided further*, That funds apportioned under this heading in this Act shall be apportioned not later than 7 days after the date of enactment of this Act: *Provided further*, That funds shall be apportioned using the fiscal year 2020 apportionment formulas: *Provided further*, That not more than three-quarters of 1 percent, but not to exceed \$75,000,000, of the funds for transit infrastructure grants provided under this heading in this Act shall be available for administrative expenses and ongoing program management oversight as authorized under sections 5334 and 5338(f)(2) of title 49, United States Code, and shall be in addition to any other appropriations for such purpose: *Provided further*, That notwithstanding subsection (a)(1) or (b) of section 5307 of title 49, United States Code, funds provided under this heading are available for the operating expenses of transit agencies related to the response to a coronavirus public health emergency as described in section 319 of the Public Health Service Act, including, beginning on January 20, 2020, reimbursement for operating costs to maintain service and lost revenue due to the coronavirus public health emergency, including the purchase of personal protective equipment, and paying the administrative leave of operations personnel due

to reductions in service: *Provided further*, That such operating expenses are not required to be included in a transportation improvement program, long-range transportation, statewide transportation plan, or a statewide transportation improvement program: *Provided further*, That the Secretary shall not waive the requirements of section 5333 of title 49, United States Code, for funds appropriated under this heading in this Act or for funds previously made available under section 5307 of title 49, United States Code, or sections 5311, 5337, or 5340 of such title as a result of the coronavirus: *Provided further*, That unless otherwise specified, applicable requirements under chapter 53 of title 49, United States Code, shall apply to funding made available under this heading in this Act, except that the Federal share of the costs for which any grant is made under this heading in this Act shall be, at the option of the recipient, up to 100 percent: *Provided further*, That the amount made available under this heading in this Act shall be derived from the general fund and shall not be subject to any limitation on obligations for transit programs set forth in any Act: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

MARITIME ADMINISTRATION

OPERATIONS AND TRAINING

For an additional amount for "Operations and Training", \$3,134,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That of the amounts made available under this heading in this Act, \$1,000,000 shall be for the operations of the United States Merchant Marine Academy: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

STATE MARITIME ACADEMY OPERATIONS

For an additional amount for "State Maritime Academy Operations", \$1,000,000, to remain available until September 30, 2021, to prevent, prepare for, and respond to coronavirus: *Provided*, That amounts made available under this heading in this Act shall be for direct payments for State Maritime Academies: *Provided further*, That such amount is designated by the Congress as being for an emergency requirement pursuant to section 251(b)(2)(A)(i) of the Balanced Budget and Emergency Deficit Control Act of 1985.

OFFICE OF INSPECTOR GENERAL

SALARIES AND EXPENSES

For an additional amount for "Office of Inspector General", \$5,000,000, to remain available until expended, to prevent, prepare for, and respond to coronavirus: *Provided*, That the funding made available under this heading in this Act shall be used for conducting audits and investigations of projects and activities carried out with

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

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Works/Transit/Fund 540	DATE 6/4/2020
---	------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
U.S. Dept of Transportation	5400491	490550		4,989,235	

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

\$ 4,989,235	\$ -
--------------	------

Increase budget to match grant award.
 Funds will be used to offset loss in Revenues due to COVID Emergency. Remaining balance at end of fiscal year will be carried forward.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
540	4,989,235
TOTAL:	4,989,235

Keith Wilson	6/4/2020	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
<i>Keith P. Wilson</i>	06/04/2020	City Council	Date
Division Director Signature <i>{optional}</i>	Date	Approval Date	Finance Director <i>{≤ \$5,000}</i>
<i>John Romero</i>	06-08-20	Agenda Item #:	Date
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
Governing Body

THRU: *John Romero*
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval to complete a Grant Application, and to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of \$1,750,904 for Transit Operating Expenses; Federal Transit Administration.**

ITEM

Every year the City of Santa Fe receives an allocation of Section 5307 Urbanized Area Funding from the Federal Transit Administration (FTA) through the New Mexico Department of Transportation. These funds are distributed by a formula that includes population, population density and levels of service provided within the Urbanized Area. For Federal Fiscal Year 2020, the amount of \$1,750,904 was allocated to the City of Santa Fe.

The Section 5307 funds support the ongoing fixed route and paratransit operations for the City of Santa Fe, and are matched at 50 percent with the gross receipts tax dedicated to transit (Ord. 2016-5) and will be approved as part of the FY2021 Budget process.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

During the FY2021 Budget approval, this source of funding in the amount of \$1,750,00 will be budgeted in Fund/Business Unit/Line Item: 540.5400491.490550 (US Dept. of Transportation) and the matching funds were budgeted in Fund/Business Unit/Line Item: 540.5400491.650216.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of \$1,750,904 for Transit Operating Expenses; Federal Transit Administration.

Attachments:

New Mexico Department of Transportation FY2020 Section 5307 Suballocation Letter

Grant Agreement: NM-2020-012-00

Summary of Contracts

Designation of Signature Authority for FTA Assistance Awards



April 8, 2020

Regina Wheeler
City of Santa Fe
Public Works
500 Market Station, Suite 200
Santa Fe, NM 87501

**RE: Federal Transit Administration (FTA) Small Urbanized Section 5307
Suballocation Letter FULL YEAR FY 2020**

Dear Ms. Wheeler,

As identified in this Suballocation Letter, New Mexico Department of Transportation (NMDOT) as the Designated Recipient, authorizes the allocation of Section 5307 to City of Santa Fe as the Direct Recipient. The undersigned agree to the Suballocation Letter and the amounts allocated to the Direct Recipient.

The Direct Recipient is responsible for its application to the FTA to receive Section 5307 small urbanized funds and assumes the responsibilities associated with any award for these funds. The timeline for direct recipients to apply for awarded funds through TrAMS is current award year plus five years. The recipient is responsible for entering the period of performance end date when applying for the grant.

Full Year FY 2020 \$1,750,904

Designated Recipient

Kevin E Olinger
Digitally signed by Kevin E Olinger
Date: 2020.04.08 18:24:39
+05'00'

Kevin Olinger
NMDOT Transit Manager

Date: 4/8/2020

Grant Recipient

John Romero
Digitally signed by John Romero
Date: 2020.04.14 12:01:00
-05'00'

Signature

John Romero

Print Name
City of Santa Fe

Date: 4/14/2020

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

**Hilma Espinoza
Chynoweth**
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Application

Federal Award Identification Number (FAIN) NM-2020-012-00
Temporary Application Number 2066-2020-3
Application Name Santa Fe FY2020 Section 5307 Main Operating Grant
Application Status Final Concurrence / Reservation
Application Budget Number 0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2021
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez
Telephone	(505) 819-1002

Fax

E-mail

afscme3999@gmail.com

Website

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe FY2020 Section 5307 Main Operating Grant

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-012-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary

This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of \$1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. (Note: the Santa Fe UZA was apportioned \$1,881,549. Through the Santa Fe MPO, \$1,750,904 was allocated to the City of Santa Fe and \$130,645 was allocated to the North Central Regional Transit District.)

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,750,904
Local			\$1,750,904
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,501,808

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,750,904.00	\$1,750,904.00	\$3,501,808.00	1
NM-2020-012-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,750,904.00	\$1,750,904.00	\$3,501,808.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: FY2020 Section 5307 Main Operating Grant

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-012-01-00	2066-2020-3-P1	5/21/2020	7/1/2020	12/31/2021

Project Description

These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe.

Project Benefits

To support the Santa Fe transit system to provide an efficient and equitable service

Additional Information

None provided.

Location Description

The City of Santa Fe Transit Division provides Fixed Route and Paratransit service within the Santa Fe UZA.

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP

Date: 5/20/2020

Description: Statewide Transportation Improvement Program Page for TS00100 which is this grant.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,750,904
Local			\$1,750,904
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,501,808

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-012-01-00	300-00 OPERATING ASSISTANCE (300-A1)	\$1,750,904.00	\$1,750,904.00	\$3,501,808.00	1
NM-2020-012-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,750,904.00	\$1,750,904.00	\$3,501,808.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

To support the continued fixed route and ADA complementary paratransit services provided in Santa Fe. Local match will be provided by the City of Santa Fe

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,750,904
Local			\$1,750,904
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,501,808

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2020	Beginning of City Fiscal Year when Operational Expenditures begin.
End Date	12/31/2021	Final Reimbursement will have been submitted and the grant will have been closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	<p>DOL Section 5333(b) Certification</p> <p>This grant application Section 5307 for operating assistance to support continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004.</p> <p>Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov</p>

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	<p>Executive Summary Please always identify in the executive summary narrative the actual federal source of funding thats being sought. Just stating this is FY-2020 for operating tells FTA nothing much about the grant application as every funding is identifiable from its specific federal designated source(s). Is it Section 5307, Section 5337, Section 5310 or CMAQ/STP Flexed funding?</p> <p>In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.</p>

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-012-00

Application Name: Santa Fe FY2020 Section 5307 Main Operating Grant

Application Start Date: N/A

Original Award End Date: 12/31/2021

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Small Urbanized Section 5307 Suballocation of \$1,750,904 to the City of Santa Fe. This grant is for operating assistance only. These funds will be used to support the continued fixed route and ADA complementary paratransit services operated by the City of Santa Fe. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit.

(Note: the Santa Fe UZA was apportioned \$1,881,549. Through the Santa Fe MPO, \$1,750,904 was allocated to the City of Santa Fe and \$130,645 was allocated to the North Central Regional Transit District.)

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$3,501,808.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,750,904.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$1,750,904.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,750,904.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$1,750,904.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,750,904
Local			\$1,750,904
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,501,808

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
540.5400491.490550



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Federal Transit Administration

Description: FY2020 Small Urbanized Section 5307 Apportionment in the Total Amount of \$1,750,904 for Transit Operating Expenses;

Contract Agreement Lease / Rent Amendment

Term Start Date: On Execution Term End Date: Once Expended

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: N/A

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Federal Transit Administration Org / Object: 540.5400491.490550

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Keith Wilson Phone # 505-955-2223

Email: kpwilson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Peter N. Ives, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Mike Harris, District 4

JoAnne Vigil Coppler, District 4


RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates **Regina Wheeler, Public Works Director** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR



DATE



GENO ZAMORA, CITY ATTORNEY



DATE

City of Santa Fe, New Mexico

memo

DATE: June 4, 2020

TO: Public Works Committee
Finance Committee
City Council

THRU: *John Romero*
John Romero, Acting Public Works Department Director

FROM: Keith Wilson, Transit Division Director of Administration and Grants
(kpwilson@santafenm.gov; 505-955-2223)
Thomas Martinez, Transit Division Director of Operations and Maintenance
(tamartinez@santafenm.gov; 505-955-2006)

SUBJECT: **Request for the Approval Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of \$71,773 for the Riderfinders Program; Federal Transit Administration.**

ITEM

Annually the City of Santa Fe Transit Division receives a grant award from the New Mexico Department of Transportation (NMDOT) for the purposes of the operating the Ridefinders Program. These funds are transferred to the jurisdiction of the Federal Transit Administration (FTA) with whom the Transit Division will enter into a Grant Agreement.

The Transit Division has operated the Ridefinder Program since 2008. The goal of the program is to; Assist the public in using alternative forms of transportation, Promote the benefits of using alternative forms of transportation, Educate the public about available transportation options. These goals are met by: Operating a call center to provide transportation information and referrals, conduct marketing and promotional activities to support Ridefinders goals and objectives. The program provides an important service of promoting transportation alternatives in North-Central New Mexico and also, Statewide for the NMDOT Park and Ride Program.

This grant requires a 14.56% local match in the amount of \$12,231 which is funded from the ¼ cent gross receipts tax dedicated to Transit.

With Councils approval, the Public Works Department Director, as the designated CEO for these matters, will execute the Grant Agreement.

BUDGET

This source of funding in the amount of \$71,773 was budgeted in Fund/Business Unit/Line Item: 2304.21304.490740 (NM Highway & Trans Dept.) and the matching funds were budgeted in Fund/Business Unit/Line Item: 2304.21304.600100 in the Fiscal Year 19/20 Budget approved by the Governing Body. No Budget Adjustment Resolution (BAR) for this item is required.

ACTION REQUESTED

Request for the Approval to Execute a Grant Agreement for the FFY2020 Congestion Mitigation Air Quality Funding in the Total Amount of \$71,773 for the Riderfinders Program; Federal Transit Administration.

Attachments:

FHWA/FTA Funding Transfer Letter

Grant Agreement: NM-2020-013-00

Summary of Contracts

Designation of Signature Authority for FTA Assistance Awards



October 15, 2019

Mr. J. Don Martinez
FHWA New Mexico Division Administrator
4001 Office Court Drive
Suite 801
Santa Fe, New Mexico 87507

Attention: Monica Gourd, Financial Manager

Mr. Robert C. Patrick
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street, Room 14A02
Fort Worth, Texas 76102

Dear Mr. Martinez and Patrick:

This letter is a request to transfer of Federal Highway Administration Surface Transportation Program STPG 5 - 200K POP FASTG funds to the Federal Transit Administration. The funds will be utilized by the City of Santa Fe Transit Division to operate the Santa Fe Trails Ridefinder program. After the funds have been transferred, the City of Santa Fe Transit Division will apply to FTA Region VI for the project.

The following is the information needed to initiate the transfer:

NMDOT CN	TS00028
Project Title	Santa Fe Trails: Ridefinders
FTA Grant Number	TBD
Funding Transfer	FFY2020 STPG 5 - 200K POP FASTG
Lead Agency	City of Santa Fe Transit Division
Federal Amount	\$71,773

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner
District 4


Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner
District 6

If you have any questions or require further information, please contact Kevin Olinger, NMDOT Transit Bureau Chief at 505-469-3595.

Sincerely,

**David D.
Quintana**

 Digitally signed by David
D. Quintana
Date: 2019.10.18
14:15:58 -06'00'

David D. Quintana, Chief Engineer

Cc: David Bartels, FTA
David Harris, NMDOT Transit and Rail Director
Kevin Olinger, NMDOT Transit Bureau Chief
Rebecca Maes, NMDOT STIP Manager
Sean Sandoval, NMDOT POD Director

Application

Federal Award Identification Number (FAIN)	NM-2020-013-00
Temporary Application Number	2066-2020-2
Application Name	Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)
Application Status	Final Concurrence / Reservation
Application Budget Number	0

Period of Performance Start Date	N/A
Original Period of Performance End Date	12/31/2020
Current Period of Performance End Date	N/A Revision #: N/A

Part 1: Recipient Information

Name: Santa Fe, City Of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2066	City	CITY OF SANTA FE	069420818

Location Type	Address	City	State	Zip
Headquarters	200 LINCOLN AVE	SANTA FE	NM	875041904
Physical Address	200 LINCOLN AVE	SANTA FE	NM	87504
Mailing Address	200 LINCOLN AVE	SANTA FE	NM	87504

Union Information

Union Name	AMERICAN FEDERATION OF STATE, MUNICIPAL AND COUNTY EMPLOYEES
Address 1	P.O. Box 10110
Address 2	
City	Santa Fe
State	NM
Zipcode	87504
Contact Name	Michelle Gutierrez

Telephone (505) 819-1002

Fax

E-mail afscme3999@gmail.com

Website

Part 2: Application Information

Application Point of Contact Information

Title: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?
NM-2020-013-00	Final Concurrence / Reservation	Grant	5/21/2020	5/21/2020	No

Application Executive Summary

This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of \$71,773 in Federal funds - with a 14.56 percent local match in the amount of \$12,231 - for a total project cost of \$84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

First Name	Last Name	Title	E-mail Address	Phone
Keith	Wilson	Transit Division	kpwilson@santafenm.gov	505-955-2223
Tony	Ogboli	Community Planner	tony.ogboli@dot.gov	(817) 978-0566
David	Bartels	General Engineer	david.bartels@dot.gov	817-978-0572

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$71,773
Local			\$12,231
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$84,004

Application Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 (117-A1) OTHER CAPITAL ITEMS (BUS)	\$71,773.00	\$12,231.00	\$84,004.00	0
NM-2020-013-01-00	11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L))	\$71,773.00	\$12,231.00	\$84,004.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Part 3: Project Information

Project Title: Ridefinders FY2020

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2020-013-01-00	2066-2020-2-P1	5/21/2020	7/1/2019	12/31/2020

Project Description

Ridefinders is an integral part of Santa Fe Trails efforts to enhance the use of alternative transportation - particularly coordinated regional transportation. With the help of Ridefinders funding Santa Fe Trails is able to promote ridesharing and transportation alternatives in its overall program. The program provides the important service of promoting transportation alternatives in north-central New Mexico and results in the conservation of energy, maintenance of air quality, reduction of traffic congestion, and promotion of the health benefits of using alternative forms of transportation.

Project Benefits

Promotes the benefits of alternative forms of transportation.
Educates the public about available transportation options.
Assists the Public in using alternative forms of transportation

Additional Information

None provided.

Location Description

North Central New Mexico

Security

No -- our organization will NOT expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353790	Santa Fe, NM

Congressional District Information

State	District	Representative
New Mexico	3	Ben R Lujan

Program Plan Information

STIP/TIP

Date: 10/8/2019

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$71,773
Local			\$12,231
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$84,004

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2020-013-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A1)	\$71,773.00	\$12,231.00	\$84,004.00	0
NM-2020-013-01-00	11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L))	\$71,773.00	\$12,231.00	\$84,004.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7L.00 - MOBILITY MANAGEMENT (5302(A)(1)(L))				
Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

For continued Ridefinders activities in northern New Mexico

- Purchase of Marketing Materials and Advertising

- Pays for 1.5 FTE equivalent staff positions who respond to inquiries about Transit, Rail an alternative forms of transportation and attend multiple events (community events, dump the pump, college enrollments, etc) to educate and promote about Transit, Rail an alternative forms of transportation.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$71,773
Local			\$12,231
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$84,004

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2019	Start Activities on Project
End Date	9/30/2020	End Activities on the Project
Project Closeout	12/31/2020	Have all reimbursement completed and project closed out.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	5/21/2020

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

FTA Comments for DOL

Comment By	Tony Ogboli
Comment Type	DOL Review for Certification
Date	6/4/2020
Comment	<p>DOL Section 5333(b) Certification</p> <p>This grant application FY2020 is for Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA). Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Keith P. Wilson and he can be reached at kpwilson@ci.santa-fe.nm.us or 505-955-2004.</p> <p>Person to notify at FTA: Tony Ogboli, (817) 978-0566), or Tony.ogboli@dot.gov</p>

Application Review Comments

Comment By	Tony Ogboli
Comment Type	FTA Post Review Comments for Grantee
Date	5/29/2020
Comment	<p>Please address the comments below. It would be appreciated, if you can make a particular note of this same comments it seems too common now, each Santa Fe new grant application this very same comment is constantly repeated. We have gone through this many times. Santa Fe is not a Direct Recipient of FTA funds, but the State NMDOT. In response to the question in your grant application, please select the appropriate designation. Santa Fe is designated as a Sub-recipient of FTA funding. Please, realize how critical this is. Santa Fe grant applications must identify this and provide the supporting document (split-letter) when prompted on the right selection, and accordingly.</p> <p>In Application Details, change the answer to Does this application include sub-allocation funds? to bullet #2. Sant Fe is sub-allocated these funds by NMDOT, who is the Designated Recipient. Selecting this bullet will prompt Santa Fe to upload a copy of the FY 18 Section 5307 small urban split letter from NMDOT.</p>

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM FTA AWARD OR AWARD IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, AWARD ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Santa Fe, City Of

Recipient ID: 2066

DUNS No: 069420818

Application Information

Federal Award Identification Number: NM-2020-013-00

Application Name: Santa Fe Trails - FY2020 Ridefinder Transit Enhancement - (STBG Funds from FHWA to FTA)

Application Start Date: N/A

Original Award End Date: 12/31/2020

Current Award End Date: N/A

Application Executive Summary: This grant application represents the FY 2020 Ridefinders STBG funding transferred from FHWA to FTA by the New Mexico Department of Transportation. There is a total of \$71,773 in Federal funds - with a 14.56 percent local match in the amount of \$12,231 - for a total project cost of \$84,004. The higher (85.44%) federal share is due to the federal lands ratio for New Mexico, and approved by FHWA. These funds will be used to support the continued marketing of local and regional alternative transportation services, in northern New Mexico. Local match funds will be provided by the City of Santa Fe, through its 1/4-cent gross receipts tax dedicated to transit. The STIP title page and page where the project is listed are attached under Project Information.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Application Budget

Total Application Budget: \$84,004.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$71,773.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$12,231.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$71,773.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$12,231.00

Application Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
FHWA Transfer to 5307 Urbanized Area Formula Grants	5307-3	20507	\$71,773
Local			\$12,231
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$84,004

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Santa Fe, City Of

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item:
2304.21304.490740



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: Federal Transit Administration

Description: FFY2020 Congestion Mitigation Air Quality Funding Total Amount of \$71,773 for Transit Ridefinders Program;

Contract Agreement Lease / Rent Amendment

Term Start Date: On Execution Term End Date: Once Expended

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: N/A

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Federal Transit Administration Org / Object: 2304.21304.490740

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Keith Wilson Phone # 505-955-2223

Email: kpwilson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Peter N. Ives, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Mike Harris, District 4

JoAnne Vigil Coppler, District 4


RE: DESIGNATION OF SIGNATURE AUTHORITY FOR FTA ASSISTANCE AWARDS

The *City of Santa Fe* hereby designates **Regina Wheeler, Public Works Director** as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR



DATE



GENO ZAMORA, CITY ATTORNEY



DATE

City of Santa Fe, New Mexico

memo

Date: June 8, 2020

To: City Council
Finance Committee
Public Works Committee

Via: Kyra Ochoa, Community Svcs. Dept. Director *KO*
Gino Rinaldi, Division of Senior Svcs. Director *GR*

From: Melanie M. Montoya, Program Manager *MM*

Subject: Request Approval of Grant Contract – State of New Mexico,
Aging & Long Term Services Department

- a. Foster Grandparent Program
- b. Retired Senior Volunteer Program
- c. Senior Companion Program

Item & Issue:

Request approval and acceptance of the State of New Mexico, Aging & Long Term Services Department Contract and Notice of Grant Awards for the Division of Senior Services' Foster Grandparent Program, Retired Senior Volunteer Program, and Senior Companion Program (all Senior Volunteer Program org code 2410116). These documents reflect annualized appropriations of federal and/or state funding for fiscal year 2020/2021, beginning July 1, 2020. Please note that this process is an annual formality. Listed is a breakdown of amounts received per program from the federal (Corporation for National and Community Services) and state (Aging and Long Term Services Department) agencies:

Program	Federal	State	Total
Foster Grandparent Program	31,902	85,639	\$117,541
Retired Senior Volunteer Program	47,500	56,900	\$104,400
Senior Companion Program	7,289	161,461	\$168,750
Total	\$86,691	\$304,000	\$390,691

For your reference, our Foster Grandparent Program provides opportunities for our senior volunteers to assist children (with special and/or exceptional needs) in classrooms or Head Starts. Our Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes, helping them avoid expensive institutionalization.

Our Retired Senior Volunteer Program recruits and provides meaningful volunteer opportunities for senior volunteers to help others by sharing their experience, knowledge and efforts. RSVP volunteers work in food distribution sites, soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters, etc.

Recommended Action:

We are requesting your acceptance of these funds. Thank you for your favorable consideration of this request. If you have any questions or require additional information, please call me at extension 4761.

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Foster Grandparent Program****Grantee**City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909EIN: 856000168
DUNS: 069420818**Award Information**

Agreement No.:	20SFWNM006	Performance Period:	07/01/2020 - 06/30/2023
Amendment No.:	0	Budget Period:	07/01/2020 - 06/30/2021
CFDA No.:	94.011	Grant Year:	1

Award Description

This award funds the approved 2020-21 FGP program. Your 2020-21 statutory match is waived and your budgetary match is 86.9%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$31,902	\$31,902
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$31,902	\$31,902

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	\$31,902

Funding Source and Amount

2020--OPEI-P71-OPO-26000-4115	\$26,075.00
2020--OPEI-P71-OPO-26000-4123	\$1,827.00
2020--OPEI-P71-OPO-26000-4124	\$4,000.00

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020SCPFPGPProgramSpecific50820200219.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Foster Grandparent Program

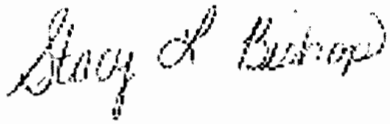
Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

 06/01/2020

City of Santa Fe
Legal Applicant

Signature Award Date

Stacy Bishop
Senior Grants Officer

Melanie M. Montoya
Project Director

Daisy Gallardo
Grants Officer

Melanie M. Montoya
Certifying Official/Executive Officer

Daisy Gallardo
Program Officer

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

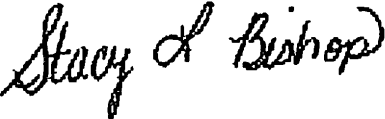
Senior Companion Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Corporation for National and Community Service:

 06/02/2020

City of Santa Fe

Legal Applicant

Signature Award Date

Stacy Bishop
Senior Grants Officer

Melanie M. Montoya
Project Director

Daisy Gallardo
Grants Officer

Melanie M. Montoya
Certifying Official/Executive Officer

Daisy Gallardo
Program Officer

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Senior Companion Program****Grantee**

City of Santa Fe

EIN: 856000168

1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

DUNS: 069420818

Award Information

Agreement No.:	20SCWNM009	Performance Period:	07/01/2020 - 06/30/2023
Amendment No.:	0	Budget Period:	07/01/2020 - 06/30/2021
CFDA No.:	94.016	Grant Year:	1

Award Description

This award funds the approved 2020-21 SCP program. Your 2020-21 statutory match is waived and your budgetary match is 96.7%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$7,289	\$7,289
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$7,289	\$7,289

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	\$7,289

Funding Source and Amount

2020--OPE1-P77-OPO-26000-4123	\$3,289.00
2020--OPE1-P77-OPO-26000-4124	\$4,000.00

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020SCPFGPPProgramSpecific50820200219.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
DUNS: 069420818

Corporation for National and Community Service:

Debra M. Briddell
Senior Grants Officer

Melanie M. Montoya
Project Director

Daisy Gallardo
Grants Officer

Eugene Rinaldi
Certifying Official/Executive Officer

Daisy Gallardo
Program Officer

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee**City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909EIN: 856000168
DUNS: 069420818**Award Information**

Agreement No.:	20SRWNM003	Performance Period:	04/01/2020 - 03/31/2023
Amendment No.:	0	Budget Period:	04/01/2020 - 03/31/2021
CFDA No.:	94.002	Grant Year:	1

Award Description

This grant award begins the 1st year of your proposed project performance. This grant award provides 12 months of funding beginning on 4/1/2020 through 3/31/2021.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$47,500	\$47,500
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$47,500	\$47,500

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	\$47,500

Funding Source and Amount

2020--OPE1-P74-OPO-26000-4110	\$47,500.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020RSVPPProgramSpecfic50820200218.pdf> Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:



03/20/2020

Signature

Award Date

City of Santa Fe

Legal Applicant

FINANCE DEPARTMENT

Checklist for Finance Packet and Other Contracts

Contract requirements

Contracts/Agreements/Grants/BAR's/Bids/RFP's	YES	NO	N/A
Memo			
Address memo to Finance Committee-Initialed by all Staff	X		
Provide explanation if and when Budget available	X		
Include Funding Source-Business Unit and Line Item	X		
Include approval term if requesting more than 1 yr	X		
Verify term in memo matches term of Contract	X		
Include Vendor awarded the contract	X		
Include Bid/RFP # in memo			X
Submit Electronic /PDF packet to Finance	X		
Submit Originals to the City Clerk's office	X		
Contracts and Agreements			
Attach initialed Memo addressed to Finance Committee	X		
Need approval from legal-must be "Approved As To Form" by City Attorney	X		
Include CRS # in contract			X
Include Business Registration # in contract			X
Attach Signed Summary of Contract and Agreement (Purchasing and Budget)	X		
Attach Up-to-Date Certificate of Insurance	X		
Attach Signed Procurement Checklist			X
Attach Copies of Amendments, Change Orders and Original PSA	X		
Submit Electronic /PDF packet to Finance	X		
Forward Originals to the City Clerk's office	X		
Bids/RFP's/Agreements/Grants			
Route all contracts, MOU's & agreements to Purchasing 1st for "Procurement Checklist" and SOC signature	X		
Route to City Attorney for "Approved as to Form" Approval	X		
Route contract to Budget Officer for review and approval	X		
Forward BARS-to Accounting for review and signature (Grants or Special Projects)			X
Forward all other BARS directly to Budget Office for review and approval			X
Approved Contracts >\$60k forward to Finance Committee-all others to Finance Department			X

rev, 09.2018



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: _____

Description: _____

Contract Agreement Lease / Rent Amendment

Term Start Date: _____ Term End Date: _____

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: _____ Org / Object: _____

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Contract ID#21-624-4000-0024

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #21-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Agging and Long-Term Services Department**, hereinafter referred to as the “Department,” and **City of Santa Fe**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department and collectively as the “Parties.”

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$304,000.00 as listed in Attachment 2. 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 Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices **MUST BE** received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure

Contract ID#21-624-4000-0024

to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2021**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department 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 Department 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 Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department'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 Department's other legal rights and remedies caused by the Contractor's default/breach of this Agreement.

Contract ID#21-624-4000-0024

D. **Termination Management.** Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

Contract ID#21-624-4000-0024

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

Contract ID#21-624-4000-0024

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

Contract ID#21-624-4000-0024

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

Contract ID#21-624-4000-0024

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

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

To the Department: Aimee Brown
Aging and Long Term Services Department
PO Box 27118
Santa Fe, NM 87502

To the Contractor: City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

24. Authority.

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

Contract ID#21-624-4000-0024

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Sam Ojinaga, Deputy Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

City of Santa Fe:

By: _____ Date: _____
Mayor, Alan M. Webber

Attest:

Yolanda Y. Vigil, City Clerk Date: _____

City Attorney's Office:

Marcos Martinez

Marcos Martinez (May 28, 2020 11:42 MDT)

Senior Assistant City Attorney

Date: May 28, 2020

Approved for Finances:

Mary McCoy, Finance Director Date: _____

Contract ID#21-624-4000-0024

ATTACHEMENT 1

SCOPE OF WORK

ALTSD Contract # 21-624-4000-0024

Between

**New Mexico Aging & Long-Term Services Department and
CITY OF SANTA FE**

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, “Services” is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD’s mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:

- a. The **Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.
- b. The **Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high quality experience to enrich the lives of the volunteers.

- c. **RSVP** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic

Contract ID#21-624-4000-0024

Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.
2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County; which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the designated Service Area.
- b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the Services.
- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health

Contract ID#21-624-4000-0024

care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

- f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by CNCS prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the CNCS program handbook. The Contractor shall provide to the Department all CNCS required paperwork and forms within 5 days of the Department's written request.
- j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the CNCS program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- a. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

Contract ID#21-624-4000-0024

- b. The Contractor shall submit to the Department on a monthly basis a Request for Reimbursement and Service Data Report (Request for Reimbursement) utilizing the form provided by the Department. The Request for Reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly Request for Reimbursement must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All Requests for Reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date data report capturing all Services provided for through the previous month.
- c. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval. BARs may not be submitted to the Department after March 31st.

3. Performance Measures/ Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using a standardized reporting template provided by the Department. The due dates for the reports are as follows:
 - 1. **February 1st for the period July 1–December 31**
 - 2. **August 1st for the period January 1– June 30**
- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.
- c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by CNCS to the Department by December 1.
- d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. **DEPARTMENT OVERSIGHT**

- 1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, at the sole discretion of the Department, to evaluate progress, identify

Contract ID#21-624-4000-0024

best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, and which may include desk reviews of fiscal and programmatic documentation, and may include on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Department shall provide the Contractor with the monitoring tools to be used prior to the review. The Contractor shall cooperate with Department staff in the monitoring process by granting reasonable access to the Contractor's program and fiscal records (both electronic and hard copy). The Contractor shall provide records and/or access to Department staff within 15 business days of any written request from the Department, unless an extension is granted by the Department.
3. The Department shall disburse funding to the Contractor, upon receipt of complete and accurate monthly activity reports and invoices. The Department shall determine at its sole discretion whether a report is sufficiently complete and accurate to permit disbursement of funds.
4. Department staff shall review and certify at its sole discretion all Contractor requests for payment.
5. The Contractor authorizes the Department, the federal government or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance.

5. SERVICE PROVISION

1. The Department has adopted the CNCS Volunteer Program Handbook based on federal regulations for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. Volunteer stipends are paid at \$3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of Monthly Requests for Reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

Contract ID#21-624-4000-0024

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 18 VSY's in schools, childcare centers and other congregate settings for children in Santa Fe County, to provide a minimum of 18,792 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- b. **SCP:** Recruit and place a minimum of 34 VSYs in the homes of frail and disabled elders in Santa Fe County, to provide a minimum of 35,496 hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- c. **RSVP:** Recruit and place a minimum of 400 volunteers in community placements in Santa Fe County, to provide a minimum of 100,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

Contract ID#21-624-4000-0024

ATTACHMENT 2

BUDGET

Contract # 21-624-4000-0024

CITY OF SANTA FE

Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract is to provide funding for FY21 as follows:

PROGRAM	AMOUNT
Foster Grandparent Program	\$85,639.00
Senior Companion Program	\$161,461.00
RSVP	\$56,900.00

The total amount payable under this Contract shall not exceed \$304,000.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.






contract 20 21

Final Audit Report

2020-05-28

Created:	2020-05-28
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdS4tNhViDQ3C6ahYL3FcDoFhYp6Gd3g8

"contract 20 21" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-28 - 5:39:43 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Signature Date: 2020-05-28 - 5:42:48 PM GMT - Time Source: server- IP address: 97.123.188.245
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-28 - 5:42:48 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/17/2020
FOR CITY COUNCIL MEETING OF 07/08/2020

ISSUE:

Request for the Approval of Using CARES Act Funding (\$361,227) Provided by HUD to Partially Fund Operations at the Midtown Shelter Requiring Three (3) Approvals (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 505-303-9868):

1. Amendment to the 2019 Annual Action Plan to increase CDBG resources by \$361,227 via CARES Act funding provided by HUD
2. Budget Adjustment Request (BAR) to increase revenues in 2402750.490520 (CDBG) by \$361,227 and move funds to expenditures (2402750.510400).
3. Approval of a Professional Services Agreement + Project Budget in the total amount of \$361,227 of CARES Act funds for providing oversight and management of the Midtown Shelter; New Mexico Coalition to End Homelessness.

QUALITY OF LIFE COMMITTEE ACTION: Approved after discussion (removed from consent by Councilor Garcia)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: June 1, 2020

To: Mayor Alan M. Webber and City Councilors

From: Alexandra Ladd, Director
Office of Affordable Housing

Re: Request to Publish Notice of Public Hearing and Public Comment Period for an Amendment to the 2019 Annual Action Plan

ACTION REQUESTED:

Approve publication of a Notice of Public Hearing at the June 24, 2020 City Council meeting and public comment period for approval of an amendment to the 2019 Annual Action Plan.

BACKGROUND:

In March of 2020, HUD entitled the City to receive additional funds in the amount of \$361,227 from the federal CARES Act. The purpose of the funding is to directly address health and housing impacts from the COVID-19 pandemic. In order to deploy the funds, the City's must amend its current year Action Plan. Typically, the Annual Action Plan describes proposed uses for the upcoming program year. Any change in uses of funds during the program year in excess of \$25,000 requires that the current year Action Plan is amended and the public is given a chance to comment on the proposed uses of funds. This amendment proposes to provide partial funding to continue operations at the Midtown Shelter where the City converted dormitory rooms and campus apartments into housing at the outset of the pandemic for people experiencing homelessness or without a safe place for quarantine or social distancing. The funding will extend the shelter services through the end of the fiscal year.

ITEM and ISSUE:

One of the methods of outreach in the CDBG Citizen Participation Plan is to hold a public hearing at a City Council meeting. The amendment will also be discussed at three (3) other public meetings as outlined below. Additionally, the Plan will be provided via link on the City's website for public review and comment. For the purposes of expediting the disbursement of the CARES Act funding, HUD has reduced its normal 30-day public comment requirement to 5-days. Our proposed comment period will span 10 days, June 15 – June 24, 2020. The process for reviewing the amendment and submitting comments is also be advertised in the public notice.

SUMMARY OF MEETINGS:

Community Development Commission	June 3, 2020
Request to Publish Notice of Public Hearing	June 10, 2020
Finance Committee public meeting	June 15, 2020
Quality of Life Committee	June 17, 2020
Public Hearing at City Council	June 24, 2020

Attachment: Draft Notice of Public Hearing and Public Comment Period

SUBSTANTIAL AMENDMENT

ANNUAL ACTION PLAN July 1, 2019- June 30, 2020



SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
200 Lincoln Avenue, Room 314
Santa Fe, New Mexico 87504
Phone # (505) 955-6574

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents a substantial amendment to the 2019 Annual Action Plan for the City of Santa Fe. The purpose of the amendment is to describe proposed uses of CARES Act funding in the amount of \$361,227. These funds are intended to address health impacts from the COVID-19 pandemic and will be used to partially fund six-months of operating the Midtown Shelter, located at 1600 St Michael's Drive, formerly the Santa Fe University of Art and Design. The funds will be provided to the City in ADDITION to its 2019 CDBG entitlement grant.

An Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). There are four types of HUD block grant housing and community development programs: the Community Development Block Grant (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Solutions Grant (ESG) and the Housing Opportunities for People with AIDS (HOPWA) program. The City of Santa Fe receives approximately \$700,000 in CDBG dollars each year directly from HUD.

There are three components required by HUD to be submitted on an annual basis:

- 1) **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- 3) **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- 4) **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless. The City

will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table. Objectives include:

- 1) **Creating Suitable Living Environments (SL)** – relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- 2) **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- 3) **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- 1) **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- 2) **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)
- 3) **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or

by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods

3. Evaluation of past performance

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which were met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit partners and subrecipient contractors.

- The City's goal for **rental housing** as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). For the 2018-2019 program year, the City allocated the Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters
- City's goal for **home ownership housing** as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form of mortgage principal reduction assistance to an average of 10 households annually. From 2018-2019, and due to additional program income funds, (22) households were served through end of Q3 (17-Homewise, 5-Housing Trust) with CDBG-funded mortgage principal reduction assistance.
- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2018-2022 Consolidated Plan was to provide {33 permanent beds and/or longer-term units per year.} Approximately 100 shelter beds were provided and 40 transitional living beds were provided.} In 2018-2019 program year, CDBG funds were proposed for services including the Interfaith Women's Summer Safe Haven for a minimum of 180 women (As of Q3: 124 served.) Youth Shelters and Family Services (YSFS) provided services through the Emergency Shelter for children and youth, with 12 beds and an addition of the Cold Weather Shelter with 8 beds. (As of Q3: TLP and Cold Weather Shelter served 128.) The YSFS Street Outreach Program's goal was to serve an approximate minimum of 600 identified youth who utilize the Drop in Center (As of Q3: 244 served.) The Santa Fe Recovery Center, Life Link, SFPS Adelante and YouthWorks provided rental vouchers and emergency utility assistance. (167 served through the Affordable Housing Trust Fund for ELI individuals experiencing homelessness or at risk of homelessness in the community.)
- Facilities improvements investments from CDBG funds 2018-2019 totaled \$105,000 (\$10,000 YSFS Security, \$40,000 PMS River Early Head Start, \$55,000 Hopewell Mann Community Clinic). Public Services funding from CDBG funds 2018-2019 totaled \$75,000.

4. Summary of Citizen Participation Process and consultation process

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. **The following section describes the public participation process specific to this amendment.**

The City's Citizen Participation Plan as adopted by HUD requires that several public outreach avenues are used to inform the public about intended uses of HUD funds. It also requires that an amendment to the Action Plan is completed if an expenditure of funds is changed in any amount exceeding \$25,000. The intent is to give the public ample opportunity to comment on the amended use. For the emergency allocation of CARES Act funds, HUD waived the requirement that the amendment is subject to a 30-day public comment period. Instead, the public will have a minimum of 5-days to review and comment on the amendment, in addition to three (3) public meetings and one (1) public hearing. The City has opted to provide the public a longer period of time for comments.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and public is invited to comment **on the amendment to the AAP** and proposed use of funds as participants at public meetings

A print advertisement will be placed in the *Santa Fe New Mexican* on Friday, June 12, 2020 announcing the public review and comment period and describing how the public can participate. A press release will be issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. Three public meetings and one public hearing are planned according to the following schedule:

- **Community Development Commission public meeting (June 3, 2020)**
- **Public Comment period (June 14 – June 24)**
- **Finance Committee public meeting (June 15, 2020)**
- **Quality of Life Committee public meeting (June 17, 2019)**
- **The Santa Fe City Council public hearing (June 24, 2020)**

These meetings are open to the public and agendas are available on the City's website. However, due to the coronavirus pandemic and the State of NM's prohibition on mass gatherings, meetings are not held in person. Rather, the public can participate via a Zoom virtual meeting or watch the meetings on the City of Santa Fe YouTube channel which also allows for participants to type questions or comments into the chat box. Note that the Community Development Commission is the only meeting not streamed on YouTube. The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

Public outreach is also promoted through the City of Santa Fe and individual Council members' Facebook pages. Media relations included a press release to local media and postings on the city's website.

AMENDMENT TO Annual Action Plan
2019

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their subject-matter expertise, participating organizations promoted resident engagement opportunities to recruit focus group participants and encouraged residents to attend the community meeting events.

5. Summary of public comments

Public comments will be described in this section as applicable.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will be considered and where applicable, addressed in the amendment.

7. Summary

This amendment enables the City of Santa Fe to ensure that its most vulnerable are safely housed and quarantined for the initial stages of the coronavirus pandemic. This effort will further the Office of Affordable Housing's efforts to prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe’s Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Alexandra Ladd
Director
Office of Affordable Housing
City of Santa Fe
505-955-6346 / agladd@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City's partner for this proposed project is the NM Coalition to End Homelessness (NMCEH). Because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people, NMCEH is uniquely situated to act as the City's fiscal agent for the disbursement of these funds and will provide ongoing consultation on behalf of its membership. NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced. In September 2017, the City Council approved a resolution establishing a Homeless Task Force that considered specifically these coordinated efforts. The Office of Affordable Housing participated on this task force to ensure that CDBG and other local housing funds are deployed in ways that prevent homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH’s efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe’s Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City’s local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected youth.

In 2015 City Mayor Javier Gonzales signed on to the Mayor's Challenge to End Veteran Homelessness. Local nonprofits have been meeting monthly with the VA to go over the by-name list of homeless veterans and make sure they are all on their way to permanent housing. In 2016 the City met the requirements of the challenge and has continued to maintain the system that helps any newly homeless veterans quickly access housing through VA, state funded or Continuum of Care resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numerous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Lifelink (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager

then refers them to the appropriate agency(ies) which will best serve their needs. The Interfaith Community Shelter (ICS) is the only minimal barrier shelter in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

Also, in an attempt to help create systemic change, the Interfaith Community Shelter and St. Elizabeth follow policies and procedures that prioritize work with numerous innovative City and County programs designed to stabilize those individuals who are high utilizers of emergency, police and hospital services. Staff works closely with the CHRISTUS St. Vincent's HUGS program and the Santa Fe Fire Department's Mobile Integrated Health Office (MIHO), proactive approaches for addressing repeat users of the 911 system through a referral/linkage to services process that provides for the mental health and social needs of the consumer that opens the access doors to these needed services on site and in real time.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SANTA FE CIVIC HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP are highlighted and the information is emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. The SFCHA has received a completed copy of the document for review.
2	Agency/Group/Organization	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	Agency/Group/Organization	ST. ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with HIV/AIDS Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.

AMENDMENT TO Annual Action Plan
2019

4	Agency/Group/Organization	The Housing Trust
	Agency/Group/Organization Type	Housing Service-Fair Housing Business and Civic Leaders Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment HOPWA Strategy Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2019 AAP for the upcoming year are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects.
5	Agency/Group/Organization	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City also works with NMCEH to reduce the length of time all families and individuals remain homeless. Reducing the amount of time was one of the goals of the 2012 Santa Fe Mayor's Task Force on Homelessness. NMCEH now has good tools to measure the length of time people remain homeless and this will be a focus of the newly convened City Roundtable on homelessness this fall. In July of 2018, an update to the plan was presented for City Council approval.

AMENDMENT TO Annual Action Plan
2019

6	Agency/Group/Organization	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to convene groups of stakeholders to design a strategy for increasing the inventory of rental housing affordable to low-income renters.

Identify any Agency Types not consulted and provide rationale for not consulting

This project is in direct response to a public health emergency. Because of the need to provide immediate relief and support for those experiencing homelessness during the pandemic, the City did not consult with other agencies. However, with the advent of the CONNECT network, the City and County are working closely to mitigate the public health impacts from the pandemic. Likewise, local health providers and the city's homeless shelters are involved with the Midtown Shelter so their input was considered when setting it up.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Seeks to provide comprehensive support services aligned with housing.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability regarding unit inventory and demand; provides basis to shape policy and funding decisions. This document was finalized in January 2017.
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan.
Five Year Plan to End Homelessness (2012)	New Mexico Coalition to End Homelessness	Staff from the Office of Affordable Housing and the Division of Health and Human Services participated on the task force to update the Plan for 2018.
2012-2017 CIP Plan	City of Santa Fe	Project priorities help shape the funding priorities in this plan.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Includes transportation projects for all modes expected to be funded.
Sustainable Land Use Code	City of Santa Fe	SLDC regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	The AI evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity.
Fair Housing Assessment 2017	City of Santa Fe	The Fair Housing Assessment evaluates needs and recommends strategies for increasing access to housing.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas. Polling in the online survey on project's impact on the community and those individuals using the services or in close geographic location, with ties to others who benefited from the subject projects showed a resounding favorability for funding of the 2019 AAP CDBG related activities outlined in the Projects Summary of this year's plan (AP-35).

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation/Summarize citizen participation process and how it impacted goal-setting

For the purposes of this amendment, the City amended its Citizen Participation Plan, allowed by HUD regarding CARES Act funding, as follows. The public will have a minimum of 5-days to review and comment on the amendment, in addition to three (3) public meetings and one (1) public hearing. The City has opted to provide the public 10 days for comments.

A print advertisement will be placed in the *Santa Fe New Mexican* on Friday, June 12, 2020 announcing the public review and comment period and describing how the public can participate. A press release will be issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. Three public meetings and one public hearing are planned according to the following schedule:

- Community Development Commission public meeting (June 3, 2020)
- Public Comment period (June 14 – June 24)
- Finance Committee public meeting (June 15, 2020)
- Quality of Life Committee public meeting (June 17, 2019)
- The Santa Fe City Council public hearing (June 24, 2020)

These meetings are open to the public and agendas are available on the City's website. However, due to the coronavirus pandemic and the State of NM's prohibition on mass gatherings, meetings are not held in person. Rather, the public can participate via a Zoom virtual meeting or watch the meetings on the City of Santa Fe YouTube channel which also allows for participants to type questions or comments into the chat box. Note that the Community Development Commission is the only meeting **not streamed on YouTube**. The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English.

Other conventional modes of outreach will also be implemented including outreach to the press through the City's public information office and notices on the City's Facebook page.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Newspaper ad announcing public comment and public hearing: June 12, 2020			
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Committee Meeting: June 3, 2020 Finance Committee Meeting: June 15, 2020 Quality of Life Committee Meeting: June 17, 2020			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	City of Santa Fe Website and Facebook Page			http://www.santafenm.gov
5	Press Release	Non-targeted/broad community	Press Release: June 12, 2020			
6	Electronic Copy Posted	Non-targeted/broad community	Amendment will be available on the Office of Affordable Housing website for June 2020			http://www.santafenm.gov
7	Public Hearing	Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Public Hearing: June 24, 2020	No comments received.	No comments received.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

This amendment to the Annual Action Plan is specific to the allocation of CARES Act funding from the Department of Housing and Urban Development (HUD) directly to CDBG entitlement communities. The City of Santa Fe's allocation is \$361,227.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	361,227	0	0	361,227	2,938,227	An amount of \$361,227 will be awarded through CDBG from the CARES Act.
Other	public - local	Housing	0	0	0	0	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CARES Act funds will be used to pay for the direct costs of providing shelter and services to people experiencing homelessness during the COVID-19 health pandemic. Currently, the City is using local funding and resources to support the operations at the Midtown Shelter by converting dormitory facilities and apartments into housing for people who need a safe place to live. The total cost of operations for 12 months of the shelter is \$1,334,000, of which 27% will be covered by the CARES Act funds. This is almost a \$4 leverage of local funds for every dollar of federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The shelter is located at 1600 St Michael's Drive, the site of the former Santa Fe University of Art and Design (and before that, the College of Santa Fe). The campus is owned by the City so this proposed use of funds will be 100% supported by the use of publicly-owned facilities. Furthermore, the shelter is currently staffed by City staff (who will continue working there for at least the next 6 months) and many related support services (security, maintenance, utilities) are paid by the City.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	2019	2020	Affordable Housing Public Housing Homeless	Citywide	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: \$361,227	Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted Household Housing Unit Homeless Person Overnight Shelter: 150 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	2019	2020	Affordable Housing	Citywide	Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: 0	
3	Increase Affordable Homeowner Opportunities	2019	2020	Affordable Housing	Citywide	Refinancing Services & Support-Current Homeowners Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled	CDBG: 0	

AMENDMENT TO Annual Action Plan
2019

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Align Housing Opportunities with Emerging Needs	2019	2020	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: \$361,227	Public service activities for Low/Moderate Income Housing Benefit: 150 Households Assisted
5	AFH Goal1: Create more affordable, quality housing	2019	2020	Affordable Housing	Citywide	Rental Vouchers Refinancing Services & Support-Current Homeowners Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Diversity of Housing Types AFH Factor: High Housing Costs	CDBG: \$0	

AMENDMENT TO Annual Action Plan
2019

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	AFH Goal 2: Preserve and Improve Existing Housing	2019	2020	Affordable Housing	Citywide	Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock	CDBG: \$0	
7	AFH Goal 3: Cont. to work to improve econ. opport.	2019	2020	Non-Homeless Special Needs	Citywide		CDBG: \$0	
8	AFH Goal 4: Create more access., afford. qual. hou	2019	2020	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: \$0	
9	AFH Goal 5: Improve access to high quality schools	2019	2020	Non-Housing Community Development	Citywide	Support Services for Homeless and At Risk Rental Units & Support Services AFH Factor: Access to Schools & Transportation	CDBG: \$0	

AMENDMENT TO Annual Action Plan
2019

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal 6: Strengthen access to fair housing	2019	2020	Fair Housing & Renter's Rights	Citywide	Homebuyer Training and Counseling AFH Factor: Fair Housing Information and Resources	CDBG: \$0	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Increase Opportunities for At-Risk Populations
	Goal Description	<p>Increased Opportunities for At Risk Population-Reduced Rate of Households with cost burden: Preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals:</p> <ol style="list-style-type: none"> 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	Goal Name	Increase Affordable Rental Housing Opportunities
	Goal Description	<p>Increased Affordable Rental Housing Opportunities- Inventory of very low income rental units and vouchers is expanded to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals:</p> <ol style="list-style-type: none"> 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	Goal Name	Increase Affordable Homeowner Opportunities
	Goal Description	<p>Increase of Affordable Homeownership Opportunities-Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners: Continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers. This goal incorporates actions from the following AFH Goals:</p> <ol style="list-style-type: none"> 1. Create more affordable, quality housing, that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 4. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	Goal Name	Align Housing Opportunities with Emerging Needs
	Goal Description	<p>Address Emerging and Current Needs and Changing Demographics-Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals:</p> <ol style="list-style-type: none"> 1. Create more affordable, quality housing, that is equitably distributed throughout the City 3. Continue to work to improve economic conditions of persons with disabilities 5. Improve access to high quality schools and public transportation
5	Goal Name	AFH Goal1: Create more affordable, quality housing
	Goal Description	<p>This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter HH; DPA + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects.</p>

AMENDMENT TO Annual Action Plan
2019

6	Goal Name	AFH Goal 2: Preserve and Improve Existing Housing
	Goal Description	<i>This goal corresponds with Consolidated Plan Goals: 1, 2, 3. Metrics and milestones include: continue support of emergency repair grants to serve 15 – 30 HH; continue support of emergency repair loans to serve 10 – 15; design program for historic districts to offset costs of repair to serve 3 – 5; rehab of affordable rental units and soft costs for construction of new affordable units to add 145 affordable units in the rental market.</i>
7	Goal Name	AFH Goal 3: Cont. to work to improve econ. opport.
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related.
8	Goal Name	AFH Goal 4: Create more access., afford. qual. hou
	Goal Description	This AFH goal corresponds with Consolidated Plan Goals: 2, 3. Metrics and milestones include focusing housing rehabilitation programs (both homeownership and rental) on serving the needs of the disabled, including the mentally ill, chronically ill, developmentally disabled, mobility-impaired and those in recovery to rehab an additional 10 - 15 housing units. Also, this goal necessitates supporting the efforts of current homeless and special needs providers to link resources and align the provision of services. This would build on the model established by the NMCEH in its successful effort to meet the USICH's criteria for ending veteran homelessness.
9	Goal Name	AFH Goal 5: Improve access to high quality schools
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access.
10	Goal Name	AFH Goal 6: Strengthen access to fair housing
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. Metrics and milestones include: continuing to support fair housing training (1 event/year) through donation of City meeting space, assistance with marketing, PSAs with trainers, etc.; dedicating local resources to support bi-lingual Landlord/Tenant counseling and assistance through Hotline, including focus on Landlord responsibilities under FHA (serving 300 renters/year).

AMENDMENT TO Annual Action Plan
2019

Projects

AP-35 Projects – 91.220(d)

Introduction

In March of 2019, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City’s creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

This Action Plan Amendment proposes to use CARES Act funding to supplement the City’s operation of the Midtown Shelter. The New Mexico Coalition to End Homelessness will act as the City’s fiscal agent to hire staff and ensure that health care and programming is comprehensive and relevant to the people housed at the campus.

Projects

#	Project Name
1	Homewise Mortgage Principal Reduction
2	Santa Fe Habitat Home Repair
3	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
4	Santa Fe Civic Housing Authority Villa Consuelo Rehabilitation
5	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
6	SFPS Adelante Expanded School Liaison Project
7	Coming Home Connection-Casa Cielo
8	Interfaith Women's Summer Safe Haven Shelter
9	Youth Shelters and Family Services Street Outreach Program
10	Project Administration
11	Housing Trust Principal Reduction
12	NMCEH - Midtown Shelter

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

This project will directly address the highest and immediate need in the community which is to protect public health as related to the COVID-19 pandemic. Another goal is to improve the individual health outcomes of individuals and families experiencing homelessness who do not have a home or a safe place to be quarantined and remain socially distant. A longer term goal is to connect these shelter residents to supportive services and permanent housing. NMCEH was selected as the City's partner because of its organizational effectiveness, its ability to leverage funding for the project, and to positively and sustainably impact the most individuals in need.

AP-38 Project Summary

Project Summary Information

1	Project Name	Homewise Mortgage Principal Reduction
	Target Area	Citywide
	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction Homebuyer Training and Counseling Fair Housing Outreach
	Funding	CDBG: \$338,000
	Description	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: \$20K limit per h/h. Organizational Mission: To help create successful homeowners so that they improve their financial well being and contribute to the vitality of the community. Project Services: Assist 10-15 homeowners earning below 80% AMI in the City of Santa Fe to establish home ownership through mortgage reduction assistance services. This project addresses the following goals from the AFH:1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords. Of the \$330,000: \$188,000 sourced from CDBG 2019 funding and estimated \$150,000 from anticipated Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Mortgage principal reduction assistance for households under 80% AMI. 10-15 Households: \$20K limit per h/h.
	Location Description	1301 Siler Rd., Santa Fe, NM 87507
	Planned Activities	Homewise will provide mortgage principal reduction assistance to homebuyers who qualify and have completed educational requirements for eligibility.
2	Project Name	Santa Fe Habitat Home Repair
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Homeowner Opportunities AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$124,715
	Description	Emergency repairs for homeowners earning below below 60% AMI (CDBG). Limit of \$10K per h/h. Organizational Mission: Santa Fe Habitat for Humanity promotes affordable home ownership for Santa Fe area residents by constructing simple, adequate and safe houses through the cooperative efforts of volunteers, partner families, donors and staff. Project Service: Will provide home repairs for 20-29 households earning less than 60% AMI. This project addresses the following AFH goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Preserve and improve existing housing occupied by low and moderate income renters and owners. Create more accessible, affordable, quality housing, to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 Households earning less than 60% AMI. (Historically this program serves majority of elderly homeowners earning less than 50% AMI).
	Location Description	2520 Camino Entrada Ste. A, Santa Fe, NM 87507
	Planned Activities	Habitat for Humanity will provide emergency home repair for homeowners who qualify for the assistance.
3	Project Name	Santa Fe Civic Housing Authority Calle La Resolana LIHTC
	Target Area	
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing

AMENDMENT TO Annual Action Plan
2019

	Needs Addressed	Rental Units & Support Services AFH Factor: High Housing Costs AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$47,100
	Description	Predevelopment, acquisition and soft costs for (45) Affordable rental unit development. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will develop an affordable townhouse unit style on Calle La Resolana. The development will provide housing for 45 households earning below 80% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	45 households earning less than 80% of AMI will be served to include (11) ELI and (34) LI.
	Location Description	1115 Calle La Resolana, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will provide pre-development activities for affordable rental development comprised of 45 units.
	4	Project Name
Target Area		Citywide
Goals Supported		Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
Needs Addressed		Rental Rehabilitation AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources
Funding		CDBG: \$47,100

AMENDMENT TO Annual Action Plan
2019

	Description	Villa Consuelo offers 100 Infill Rental Units and Support Services for Low Income households at or below 50% AMI. Funds will be used for soft costs associated with rehabilitation of 100 units to replace HVAC, windows, floor coverings, bathrooms and kitchens and bring each unit into 100% ADA compliance. Organizational Mission: To improve the living environment of low to moderate income families served by creating and sustaining safe, decent and affordable housing that fosters stability and increased self-sufficiency. The agency promotes personal, economic and social upward mobility by providing individuals and families the opportunity to make the transition from subsidized to non-subsidized housing. The mission emphasizes the efficient and successful management of resources in today's time of transition. Over the past twenty years, the SFCHA has collaborated with local non-profit agencies to make significant progress toward this mission. Project Service: The Santa Fe Civic Housing Authority will rehabilitate the affordable units at Villa Consuelo which are inhabited by individuals earning at or below 50% AMI.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	A minimum of (100) households earning less ELI-MLI, mainly seniors, will benefit from the rehabilitation of the rental units.
	Location Description	1200 Camino Consuelo, Santa Fe, NM 87507
	Planned Activities	Santa Fe Civic Housing Authority will rehabilitate 100 affordable rental units.
5	Project Name	Youth Shelters and Family Services TLP/Cold Weather Shelter Security System
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter
	Funding	CDBG: \$21,660

	Description	Security system expansion for the TLP/Cold Weather Shelter serving (30) ELI-LI youth ages 17-21. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will install an expanded security system for the Youth Emergency Shelter and Transitional Living Program/Cold Weather Shelter in order to increase mitigation of unauthorized resident contact with non-residents, flight of minors, co-mingling, and provide security for on-site staff.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (30) individuals ages 17-21 will benefit from the proposed project. The Youth Emergency is a 24-hour safe haven for youth in crisis ages 10-17. The Transitional Living Program is a supervised home and apartment setting for youth ages 17-21 attending school, job training, or working as youth transitioning to independence. The Cold Weather Shelter is a winter emergency shelter with 8 beds where youth can stay nightly during the coldest months.
	Location Description	4435 Airport Rd., Santa Fe, NM 87507
	Planned Activities	Youth Shelters and Family Services will expand the security system for the TLP and the Cold Weather Shelter.
6	Project Name	SFPS Adelante Expanded School Liaison Project
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs AFH Goal 4: Create more access., afford. qual. hou AFH Goal 5: Improve access to high quality schools AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Support Services for Homeless and At Risk Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$32,970

	Description	The liaison project links Adelante parents, their children K-12. Organizational Mission: The Santa Fe Public School (SFPS) Adelante Program works to strengthen opportunities for the academic achievement and life success of Santa Fe children and youth who are experiencing homelessness. Based on the federal McKinney-Vento Homeless Assistance Act, SFPS Adelante Program is part of the Santa Fe Public Schools and a fiscal project of Santa Fe Partners in Education Foundation. Services are bilingual and include advocacy, tutoring, evening programs, case management and providing material aid such as school supplies and clothing. Project Services: SFPS Adelante will provide staffing for multi-level, bilingual services to students and their families. The increased staffing will facilitate and expand access to long term, stable housing for a minimum of eight hundred and fifty (950) children, youth and their families experiencing homelessness. Children ages birth through five years of age, receive appropriate support in order to be prepared for Kindergarten. School age children experiencing homelessness receive the appropriate support to succeed in school. School age youth that are disconnected from school and experiencing homelessness will receive support to re-engage with school or attend an alternative program with career pathways. This project incorporates actions from the following AFH Goals: 6. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (950) youth and ELI/and or Homeless families will benefit from the proposed activities.
	Location Description	1300 Camino Sierra Vista, Santa fe, NM 87505
	Planned Activities	SFPS Adelante will provide housing and educational support services to youth and their families qualifying as homeless through McKinney-Vento.
7	Project Name	Coming Home Connection-Casa Cielo
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations AFH Goal 4: Create more access., afford. qual. hou
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Accessible Housing for Disabled
	Funding	CDBG: \$18,856

AMENDMENT TO Annual Action Plan
2019

	Description	Staffing for End of life home and services for 15 Homeless, ELI and LI individuals. Organization Mission: For over ten years Coming Home Connection has provided skilled and compassionate in-home care to those in need in Santa Fe and the surrounding counties. They provide unique volunteer-hybrid model combines free and low-cost care, administering services to a wide range of people regardless of their ability to pay. Caregivers, all of whom are trained and background checked, are committed to honoring the dignity and privacy of each care recipient, and providing the highest quality of care. Project Goals: Casa Cielo will provide staffing specializing in care for the end-of-life and hospice support, for (15) elderly, indigent and ELI-LMI individuals facing end of life housing and care needs.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (15) homeless, ELI-LMI individuals facing the end of their life will benefit from the proposed activities.
	Location Description	418 Cerrillos Rd. #27, Santa Fe, NM 87501
	Planned Activities	Coming Home-Casa Cielo will provide end of life services and housing for individuals facing terminal illness and/or are at the end of their life stage.
8	Project Name	Interfaith Women's Summer Safe Haven Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$28,000
	Description	Staffing for Support Services/Emergency Shelter: WSSH will provide safety, security and community for 160 women and their children from May through October 2019. Organizational Mission: Interfaith Community Shelter offers hope and a safe place for anyone who is homeless or vulnerable as they overcome adversity, providing short-term survival services and long-term services in collaboration with other local service provider partners. Project Service: Interfaith will increase staffing for the Women's Summer Safe Haven (WSSH). This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Create more accessible, affordable, quality housing to accommodate persons with disabilities. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

AMENDMENT TO Annual Action Plan
2019

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum of (160) homeless/at risk for homelessness ELI to LI women and their children will benefit from the proposed activities.
	Location Description	2801 Cerrillos Rd., Santa Fe, NM 87505
	Planned Activities	Interfaith Shelters will provide shelter services for women and their children who are homeless or at risk for homelessness from May-October in 2019 and May-June in 2020.
9	Project Name	Youth Shelters and Family Services Street Outreach Program
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Support Services for Homeless and At Risk AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$18,840
	Description	Funding will provide staff for outreach services at the Interfaith Community Shelter during the Winter season and during year-round Resource Center hours. Additional relief staff hours will continue at the drop in center to ensure shifts are covered. Organizational Mission: Youth Shelters and Family Services (YSFS) delivers life-changing solutions to homeless, runaway and in-crisis youth by providing shelter and addressing health, safety, education and workforce opportunities so they can achieve lifetime independence. Project Service: YSFS will provide staffing for street-based critical services such as food, water, clothing emergency aid supplies, tents, backpacks, sleeping bags and blankets to six hundred and fifty (400) ELI youth up to age 21. The Street Outreach Program also has a Drop-in Center where youth who do not have a safe place to live can shower, do laundry and receive case management support services. This project incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City. Strengthen access to fair housing and knowledge of fair housing among residents and landlords.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated minimum number of (400) homeless/ELI-LI individuals will benefit from the proposed activities.
	Location Description	402 S. St. Francis Dr., Santa Fe, NM 87501

AMENDMENT TO Annual Action Plan
2019

	Planned Activities	Youth Shelters and Family Services will provide outreach and linkage to housing services to youth and young adults who are homeless or at risk for homelessness.
10	Project Name	Project Administration
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 2: Preserve and Improve Existing Housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources
	Funding	CDBG: \$131,810
	Description	Administrative and staff activities associated with CDBG projects and services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total number of (1,700) ELI-MI individuals and households to benefit from the proposed CDBG projects.
	Location Description	500 Market Street, Suite 200, Santa Fe, NM 87501
	Planned Activities	Administration of 2019-20 CDBG projects.
11	Project Name	Housing Trust Principal Reduction
	Target Area	Citywide

AMENDMENT TO Annual Action Plan
2019

	Goals Supported	Increase Affordable Homeowner Opportunities Align Housing Opportunities with Emerging Needs AFH Goal1: Create more affordable, quality housing AFH Goal 4: Create more access., afford. qual. hou AFH Goal 6: Strengthen access to fair housing
	Needs Addressed	Mortgage Principal Reduction AFH Factor: High Housing Costs
	Funding	CDBG: \$50,000
	Description	Provide mortgage reduction assistance for homeowners 80% AMI and below through Program Income. Of the \$50,000 expected in resources, 100% will be Program Income.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately three households will benefit from this mortgage reduction assistance activity funded through the generation of Program Income.
	Location Description	1111 Agua Fria St., Santa Fe, NM 87501
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.
12	Project Name	NMCEH Midtown Shelter
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Align Housing Opportunities with Emerging Needs
	Needs Addressed	Emergency Shelter Support Services for Homeless and At Risk
	Funding	CDBG: \$361,227
	Description	Provide oversight for the operation of the Midtown Shelter, including case management (connecting residents to support services) and managing the facility (cleaning, maintenance, etc.)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately 150 individuals and families will be housed at the shelter.
	Location Description	1600 St Michael's Drive, Santa Fe, NM 87505
	Planned Activities	Mortgage reduction assistance provided for up to three households earning 80% or less of AMI.

AMENDMENT TO Annual Action Plan
2019

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and provided related services citywide, rather than focusing on a specific area or neighborhood. Though it is desired to utilize CDBG towards rental units such as the Soleras Station project and additional rental developments in the Midtown Campus Qualified Census Tract, the developer expense of constructing these is challenging in the absence of Low Income Housing Tax Credits. One LIHTC project (Calle La Resolana) chosen this year will be developed along the main corridor of the City near Cerrillos Rd and will serve a growing area of need. The LIHTC application and award timeline does not often synchronize with that of CDBG; however, if future projects of this type are awarded and CDBG funding becomes available later in the year, it can be used towards them, such as in the case of Stage Coach Apartments in previous years.

The final high priority of the CDC is funding *public facilities* that most closely serve households transitioning out of homelessness as well as funding *public services* that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2019 CDBG program year will serve extremely low to moderate-income residents throughout the City as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also

the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve the City's housing opportunities. Reflecting that objective, the funded projects in this plan serve the homeless both through public services that provide support and referral to housing as well as end of life needs for homeless and/or ELI-LMI individuals. The public service projects are Adelante School Liaison, Youth Shelters Outreach and Drop In, Interfaith Shelter's Women Safe Haven, Coming Home Connection-Casa Cielo. Installation of an expanded security system for the Youth Shelters and Family Services TLP/Cold Weather Shelter is a facility improvement project to serve homeless youth to young adults. Maintenance of homes and energy efficiency upgrades with home repair assistance and affordable rental rehabilitation projects include Habitat for Humanity Home Repair and the Santa Fe Civic Housing Authority-Villa Consuelo Apartments rehab. An additional development project of affordable rental units with an emphasis on sustainable design is the Santa Fe Civic Housing Authority-Calle La Resolana which are also included in 2019-2020 funding. Finally, home ownership opportunities are increased for LMI households through the Homewise-Mortgage Principal Reduction Assistance project. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	158
Special-Needs	0
Total	308

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	45
Rehab of Existing Units	130
Acquisition of Existing Units	0
Total	175

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Households shown above to be supported through CDBG funded affordable housing in 2019-20 include estimates of (158) households receiving support through downpayment assistance and affordable rental developments. Calle Resolana will provide (45) new units, Habitat for Humanity and Villa Consuelo projects will provide (130) rehabbed units. The total projects addressing homelessness for the 2019-20 fiscal year will serve the following through public service and shelters: 950 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 400 youth households reached through outreach and other services; 3 through the Coming Home Connection End of Life services; and 30 through the Youth Shelters and Family Services TLP/Cold Weather Shelter security system expansion. Non-homeless households include: 30 households provided home repair and energy efficiency upgrade assistance; 100 households served with rehabbed, affordable apartment rental units; 45 households served with new affordable rental units; 12 individuals provided with end of life services through Coming Home Connection-Casa Cielo and 12 households provided with homeownership opportunities through mortgage principal reduction assistance with Homewise. The 2019-2020 projects listed also address the fair housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, a LITHC mixed-use development proposal was approved for 65 units at the Siler Yard to be completed in 2020.

This amendment proposes directly addressing the shelter and services needs of 150 individuals and families, who are currently unhoused during the COVID-19 pandemic. The dual purpose of this project is to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective is to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests can be discharged, as well as sheltering people leaving detox/recovery programs or detention centers who would otherwise be vulnerable to infection.

AP-60 Public Housing – 91.220(h)

Introduction

This section describes how the City and the local housing authorities will work together to address the needs of residents of public housing, Housing Choice Voucher holders and other extremely low income residents.

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 490 units of public housing, and manages 670 housing choice vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Currently, 269 people are on the public housing waiting list for a housing authority apartment unit, and approximately 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing. The wait for a unit is between 18 and 24 months; however, the waiting list is only open on a lottery basis at designated times during the year.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities.

As noted in the project list, the Santa Fe Civic Housing Authority, will update 100 units at Villa Consuelo and were granted CDBG rehab funding for soft costs associated with this project.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both PHAs provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHAs are not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: <https://www.community.solutions/what-we-do/built-for-zero>. The first step to the model is to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities and the City will be working to better coordinate outreach to make sure we are reaching everyone. The Resource Center called Pete’s Place, is part of the existing Interfaith Shelter and offers emergency beds

in winter, meals and clothing. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at Pete's Place, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season. For the 2019-20 program year, the City allocated CDBG funds to provide safe shelter for women and expect to serve up to 160 women and their children.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteran homelessness in participating communities. Since Santa Fe has met the federal benchmarks for effectively ending veteran homelessness, current efforts will concentrate on housing all of those in the City who are chronically homeless. The coordinated entry system will be used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe.

Addressing the emergency shelter and transitional housing needs of homeless persons

The NM Coalition to End Homelessness is uniquely situated to act as the City's fiscal agent for the disbursement of these funds because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people. As the coordinator of this network and other federal funds, NMCEH will be able to ensure that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH can assist the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

St. Elizabeth operates two emergency shelters and three longer-term supportive housing programs. Its Men's Emergency Shelter has 28 year-round beds along with a library, TV room, laundry, showers and intensive case management. *Casa Familia* has 10 beds for single women, eight rooms for individual families, and can accommodate up to 30 people, depending on family size. It also has a TV/play room, dining room, laundry and donations room where clothing and toys are available for guests. These shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues and both have a program manager, case managers and supervisory staff. *Casa Cerrillos* is a permanent housing program with 28 apartments for adults with disabilities, many with co-occurring substance abuse problems. Siringo Apartment is a permanent housing program with eight

apartments for seniors. *Sonrisa Family Shelter is a transitional housing program* with eight apartments for families with children. It has a two-year stay limit within which time families are expected to have overcome the issues leading to their becoming homeless and have saved enough funds to successfully move in to housing of their own. All three supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter is a largely volunteer agency consisting of 40+ faith and community groups and nearly 2,000 active volunteers. ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, the three components of programming are the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate three days a week, year round, with 12 partner provider agencies.

Life Link, established in 1987 in a motel, has evolved into a highly effective behavioral health and supportive housing center. At *La Luz*, 24 apartment units and an additional 74 City wide scattered-site units are provided to people with mental illness and other co-occurring disorders, based on the permanent supportive housing model. Life Link provides extensive outpatient treatment, psycho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening.

Esperanza is a full service organization offering advocacy, counseling, case management and legal advocacy for survivors of domestic violence. It operates a 24/7 Crisis hotline 1-800-473-5220, as well as, a shelter that can house up to 32 people. The organization also offers comprehensive non-residential counseling services.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth each year. The organization annually provides thousands of bed nights for youth through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs. In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood. Youth ages 10-17 can stay at the emergency shelter for 1 - 90 days, youth ages 17-21 can stay in the transitional, apartment-style living units for up to 18 months, and youth ages 18-24 can stay in the scattered site rapid rehousing apartments for up to 2 years.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A newly formed Homeless Task Force began meeting in October of 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." The task force reported back to the Governing Body and these recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and the soon-to-be finished Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects. During the 2019-20 program year, the City proposes to use \$47,100 of funds to support the rehabilitation of Villa Consuelo Apartments, a 100-unit property that provides housing for at risk populations earning at or less than 50% AMI. The Coming Home Connection-Casa Cielo program will provide hospice beds for a minimum of 3 homeless individuals and 12 ELI-LMI at risk for homelessness individuals facing end of life needs.

An important component to the shelter provided at Midtown is matching residents with the necessary social services to meet and improve the other social determinants of health. Another piece is to streamline outreach with connecting people to shelter The City anticipates that the Midtown Shelter will provide the basis for better data collection (understanding who is homeless and who needs help) and integrating them into a coordinated system of social services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used used to support those with special needs through Adelante, Life Link, the Interfaith Shelter programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or

to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter for youth with special needs and/or at risk of homelessness), Interfaith (Women's and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless students in Santa Fe Public Schools. CDBG funds are being used to provide enhanced security for homeless youth (Youth Shelters and Family Services TLP/Cold Weather Shelter), as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters. Casa Cielo is a new program funded through CDBG for 2019-2020 and will address the needs of elderly and/or terminally ill individuals facing end of life transitions. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks and the Santa Fe Recovery Center) These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors and those starting a new chapter toward addiction recovery within the community. It was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance, the organizations will work together to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents.

The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems.

A primary focus for the project proposed in this amendment is to streamline the placement into housing of people being discharged from institutions, detention centers and recovery programs. Without a safe and socially distant place to stay, many of these people would be even more vulnerable to infection than the average person.

Discussion

See above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development--particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice and has submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2019 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

1. Lack of affordable housing; efforts are being made to introduce an ADU ordinance which will ease restrictive Land Use codes for building accessory dwellings, and therefore, provide incentive for infill development and increased accessory dwelling housing throughout the City.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, and the lack of public transportation; CDBG projects funded through the RFP process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.
3. Lack of fair housing information and supportive services; The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice; one quarter of these survey respondents identified this as a “very serious” contributing factor; The public engagement survey application of MetroQuest, will be incorporated into the outreach plan and used to provide an online venue, accessible through the City's website and social media. The application will be utilized to attract a more demographically diverse representation in voices and opinions to be shared throughout the City.

The City works with Spanish speaking fair housing advocates that actively meet with approximately 75 local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, at St. Michael's Drive.

Currently in place, an amendment to the City's Chapter 26 of the city's code which governs the Santa Fe Homes Program and allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, averaged over three income tiers, and HUD's Fair Market Rent. In the upcoming year, the code will sunset and will be amended to appropriately charge fee amounts, provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The objective is to generate enough revenue to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Discussion:

The most recent data shows a current occupancy of almost 98 percent for all rental housing in Santa Fe. In the furtherance of planned actions to ameliorate barriers, the City has researched development proposals with the Land Use department, affordable housing service providers and with the County and as a result, provides general information on developments in this section. The Office of Affordable Housing is tracking the following apartment development proposals that have come up within the past year which are in varying stages:

Rodeo Village: a proposed 188-unit market-rate apartment project located on Rodeo Road, just west of St. Francis Drive and adjacent to the railroad tracks. The site area is just over eight acres, and the project will include multiple buildings of two and three stories, plus amenities to include a fitness center and pool. Construction is anticipated to commence by the end of 2019.

Gerhart Apartments: A 258-unit apartment complex proposed for an approximate 11-12-acre site on South Meadows Road in SW Santa Fe. It has not received development approvals, but was recently awarded an upgrade in zoning from R-1 to R-21. All units would be available at market rent (no income-

restricted) and would target a mid-price apartment tenant. At this time, an affordable housing payment fee-in-lieu has been discussed.

Madera Apartments: A 355-proposed apartment complex that is currently seeking land use approvals for a zoning change to accommodate higher density use. Located near Gerhardt and with easy access to the bypass route, the units could provide much needed workforce housing for those commuting downtown or even to Albuquerque.

Markana Apartments: A 188-unit project in the development approval process that is proposed for a 7-acre site near Home Depot. The units will be rented at moderate rents and residents will have easy access via transit to Santa Fe's main commercial areas.

Turquesa Apartments: A 240 unit apartment project that has received final approvals from the Planning Commission. Located near the Santa Fe Place Mall, the site offers great access to shopping, transit, other amenities and the Arroyo Chamiso bike trail.

Vizcaya III: the final phase of an existing rental property, this project will offer 52 units, with a mix of 1 and 2 bedroom sizes. The site is located near shopping areas, transit and a trail connection to the Arroyo Chamiso trail.

Capital Flats: this project is located in a redeveloping mid-town area near the Capital Station Railrunner Station and will provide 139 studio, 1BR and 2BR units. The property is within walking distance of several retail centers and the Rail Trail which connects to the Acequia Trail and the Arroyo Chamiso trail for bicycle and pedestrian connectivity.

Acequia Lofts: this multifamily community is planned for site off Agua Fria road, in a transition area between single family neighborhoods and the more commercial and mixed use areas near the intersection with Siler Road. 120 units will be built in a combination of 1BR and 2BR sizes. The site is located near the River Trail and easy biking distance of downtown, shopping areas, and community amenities.

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many locals to afford housing. As noted earlier, the recession helped to level out skyrocketing appreciation, which has made homeownership more affordable for those with moderate incomes. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. However, recovery from the damage that was done to the financial status of many households, especially low and moderate income households, is still slow; for many, recovery has not happened. The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs.

Even before the economic downturn, a common obstacle to the underserved need of homeownership for Santa Fe residents was lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs.

A focus in 2018 as well as 2019, has been on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic

vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. As mentioned in AP-75, an ordinance amendment allows for a fee in lieu to be paid, by right, for multi-family rental development. The fee is calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees. The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is

required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-buying transaction. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects breaking ground in 2019-2020 will provide continuity in 2019 for this focus.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link.)
- Modify the Santa Fe Homes Program (SFHP) so that the rental requirement is relevant to the housing needs in the community. (Underway)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yard is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that reduce the number of poverty level families are:

- Conserve and maintain Santa Fe's existing housing stock and residential neighborhoods.
- Continue to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water

heaters.

- Support the SFCHA's ongoing RAD conversion projects to renovate public housing units, building new units when feasible.

Actions planned to develop institutional structure

During the current program year, the City will continue the successful institutional delivery efforts and, when needs arise, work with partners to address those challenges with program delivery.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The main strengths of the current institutional delivery system is the wide range of services provided by the City or the funding of Non-profit organizations to offer an array of services to low to moderate income residents. The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2019 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable

workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community. The Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers/homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The most obvious gap is the reduction in funding on all levels from the federal to the local levels. Another effect of the recent economic downturn is the increase in households at risk becoming homeless or experiencing episodic homelessness. Without an increase in resources to support services and facilities, the service providers are grappling with limited capacity to meet emerging needs. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Future production of new units will need to reflect the needs of emerging populations, specifically older,

smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow “aging in place” and entrepreneurial activities. As a manner of addressing these needs, a new resolution to increase accessible dwelling units is in the works with Land Use and Housing partnering to create solutions to the challenge. The resolution, if adopted, will affect zoning regulations and density barriers, and proposes ADU's as age in place alternatives that will also serve to provide much needed, additional infill housing inventory throughout the City.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

This section identifies program income that is available to the City of Santa Fe for use that is included in projects to be carried out during PY2018.

Projects funded for FY2019-2020 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – down payment assistance for homebuyers and home improvement for low-to moderate-income households as well as rental rehab projects and new affordable rental development. Public services are limited to 15% of the entitlement award and for this upcoming year four projects were funded: Adelante Elementary School liaison, Youth Shelters Outreach and Drop In Center, the Womens Summer Safe Haven Shelter and Coming Home Connection-Casa Cielo. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. When a funding balance is accrued to support an allocation of local funds, the City disburses them in alignment with CDBG funds. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables the subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those 81-120 AMI%.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/17/2020
FOR CITY COUNCIL MEETING OF 06/24/2020

ISSUE:

Request for Approval of Amendments to extend the Term of Performance on four (4) Housing Contracts through June 30, 2021 (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 505-303-9868):

1. Amendment #1 to Mortgage Principal Reduction Contracts
 - a. Habitat for Humanity – (AHTF) – Contract amount \$80,000 (current balance is \$40,000)
 - b. Housing Trust – (AHTF) – contract amount \$157,500 (Current balance - \$76,000)
 - c. Homewise (CDBG) – Contract amount \$188,000 (Current balance - \$163,308.61)

2. Amendment #4 to Home Repair Contract
 - a. Homewise Home Repair (CDBG) – Contract amount \$ 75,000 (Current balance - \$ 25,716.44)

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: June 11, 2020

To: Quality of Life Committee – June 17, 2020
Public Works Committee – June 22, 2020
City Council – June 24, 2020

From: Alexandra Ladd, Director, Office of Affordable Housing

Re: Request approval of three (3) amendments to extend term of housing contracts to provide mortgage principal reduction loans through June 30, 2021

ACTION REQUESTED:

Approve three (3) amendments to affordable housing contracts to extend the term of the contract through June 30, 2021. Note that the scope of work and compensation amounts are unchanged. Four contracts are proposed for extension:

- Habitat for Humanity – (AHTF) – Contract amount \$80,000 (current balance is \$40,000)
- Housing Trust – (AHTF) – contract amount \$157,500 (Current balance - \$76,000)
- Homewise (CDBG) – Contract amount \$188,000 (Current balance - \$163,308.61)

BACKGROUND:

In 2019, RFP 19/23/P was released calling for proposals to use Community Development Block Grant (CDBG) and # 19/24/P for Affordable Housing Trust Fund (AHTF) funds. Three programs were funded to provide mortgage principal reduction loans (also known as down payment assistance) for income-qualified homebuyers. This type of loan lowers the amount of the mortgage required to buy the home and is held by a no-interest, no-payment “soft second” lien which does not require payment until the home is sold. The loans are limited by amount (\$20,000 cap) and income percentile (80% area median income-AMI for CDBG and 120%AMI for AHTF).

ITEM and ISSUE:

The COVID-19 pandemic contributed to funds not being fully expended. Homebuyer training and qualification processes which are typically conducted in-person were not held or were modified with a slower timetable. For the Habitat project, construction was dramatically slowed (affecting the rate of financial closings) as much of the construction labor is provided through volunteers and it was not safe to have them on the job site.

The Homewise contract was further slowed because several CDBG loans from prior years were paid off, generating program income. The CDBG program requires that program income must be used first before entitlement funds. While performance targets were substantially met, many mortgage principal reduction loans were funded through program income, leaving a substantial balance of entitlement funds. Extending the term of the contract ensures continued access to the funds, increasing the numbers of homebuyers who are assisted.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #19-0344**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated April 24, 2019 (the "Contract"), between the City of Santa Fe (the "City") and Homewise (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and it's citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. TERM

Article VII of the Contract is hereby deleted. A new Article VII of this Contract is inserted to extend the term so that Article VII reads in its entirety as follows:

This Agreement shall not become effective until approved by the City. This Agreement shall terminate on June 30, 2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978,

no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT 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 City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

HOMEWISE:

By: _____
MIKE LOFTIN
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 10, 2020 09:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400
BUSINESS UNIT/LINE ITEM


2020 06 05 CDBG Amendment#1 Homewise

Final Audit Report


2020-06-10

Created:	2020-06-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_jaLW5ilwd6VEj8n45YkKGEwILNqWgAV

"2020 06 05 CDBG Amendment#1 Homewise" History

 Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)

2020-06-10 - 3:40:39 PM GMT- IP address: 63.232.20.2

 Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature


2020-06-10 - 3:41:13 PM GMT

 Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-10 - 3:44:19 PM GMT- IP address: 75.161.222.64

 Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)

Signature Date: 2020-06-10 - 3:52:40 PM GMT - Time Source: server- IP address: 75.161.222.64

 Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-10 - 3:52:40 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 24, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Habitat For Humanity (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide zero percent mortgage principal reduction funding for four (4) low-income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3 of the Agreement is hereby deleted. A new Article 3 of the Agreement is inserted to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall not become effective until approved by the City. This Agreement shall terminate on June 30, 2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
SANTA FE HABITAT FOR HUMANITY

By: _____
KURT KRAHN
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 4, 2020 13:58 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500
ORG/OBJ#






2020 06 04 Amendment#1 SF Habitat

Final Audit Report

2020-06-04

Created:	2020-06-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7mspZ903MvlnExsb7uGtKNvN5aAZPZHp

"2020 06 04 Amendment#1 SF Habitat" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-04 - 7:57:13 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-04 - 7:58:15 PM GMT- IP address: 75.161.211.176
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-04 - 7:58:34 PM GMT - Time Source: server- IP address: 75.161.211.176
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-04 - 7:58:34 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated April 24, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community Housing Trust (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide zero percent mortgage principal reduction funding to a minimum of eight (8) client households at or below 120% AMI that have completed homebuyer training and are certified as "mortgage ready".

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3 of the Agreement is hereby deleted. A new Article 3 of the Agreement is inserted to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2021 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services

contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE COMMUNITY HOUSING TRUST

ALAN M. WEBBER, MAYOR

JUSTIN ROBISON
EXECUTIVE DIRECTOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 4, 2020 15:49 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510500

ORG/OBJ


2020 06 01 Amendment#1 SF Community Housing

Final Audit Report


2020-06-04

Created:	2020-06-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABHtKn18gnGmqplrYcbxM9bj_CxMZDs5R

"2020 06 01 Amendment#1 SF Community Housing" History

 Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)

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 Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature


2020-06-04 - 9:49:00 PM GMT

 Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-04 - 9:49:22 PM GMT- IP address: 75.161.211.176

 Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)

Signature Date: 2020-06-04 - 9:49:32 PM GMT - Time Source: server- IP address: 75.161.211.176

 Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-04 - 9:49:32 PM GMT

CITY OF SANTA FE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 24 day of April
 , 2019 by and between the City of Santa Fe, a municipal corporation, (the "City")
and Homewise, Inc, (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.
2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.
3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.
4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

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

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

- A. Provide mortgage principal reduction assistance for an approximate minimum of twelve (12) households at or below 80% AMI.
- B. Contractor will report to the City on a quarterly basis the use of funds.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

- A. Benefit low/moderate income persons.
- B. Aid in the prevention or elimination of slums or blight.
- C. Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on

a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the

sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one hundred eighty eight thousand dollars (\$188,000), such compensation not to exceed (\$188,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$188,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to

year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: 80% of unspent program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program. The City requires 20% of unspent Program Income at the end of the fiscal year to be returned to the City for reimbursement of the 20% allocated Program Income administrative costs mandated by HUD and associated with the program requirements for the City as the Entitlement Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The Subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for the expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

City.

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Homewise, Inc
1301 Siler Road, Bldg D
Santa Fe, New Mexico 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents,

instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said

property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures

of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

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

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of

the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI. PROFESSIONAL LIABILITY INSURANCE.

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

XXXII. OTHER INSURANCE

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage):
\$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.
- D. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

XXXIII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the 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 Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXVI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 24 CFR Part 200. These principles shall be applied for all costs incurred

whether charged on a direct or indirect basis.

XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Records documenting compliance with EPLS/SAM for each sub-contractor;
- (7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;
- (8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan

under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification

shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance

of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is

provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has

been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. 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.

LIV. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract,


releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

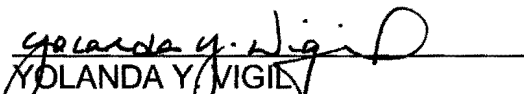
IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:



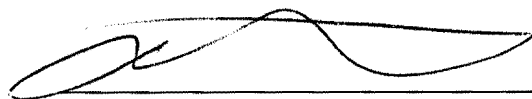
ALAN WEBBER, MAYOR
DATE: 5/9/19

ATTEST:



YOLANDA Y. MIGIEL
CITY CLERK
cc mtg 4/24/2019

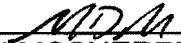
SUBRECIPIENT:
HOMEWISE, INC



MIKE LOFTIN, EXECUTIVE DIRECTOR
DATE: _____

New Mexico Taxation and Revenue
Dept.
CRS No.02-062377-00-1
City of Santa Fe Business Registration
No. 19-00063137

APPROVED AS TO FORM:



ERIN MCSHERRY
CITY ATTORNEY

APPROVED:



MARY MCCOY
FINANCE DIRECTOR

22738.510500

BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for Homewise – (Mortgage Principal Reduction)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				\$188,000
Other Federal Funds (for amortizing loans)				
Other Federal Funds (for amortizing loans)	Capital Magnet Fund Committed 20,000			\$20,000
Amortizing funds				
City Funding (i.e. Youth and Family, Human Services Divisions)				\$
State funds (i.e. MFA)				\$
Other (i.e. in-kind, private funds)	FNMA and Homewise Loan Fund (Committed)/2,085,250 Buyer Contributions/47,000			\$2,212,250
				\$
Total of all funding sources				\$2,432,250

The following chart details how the secured funding amount will support the various aspects of (Homewise) (Principal Reduction Assistance).

Cost	CDBG Allocation
	\$188,000
Cost	Private Leveraged Funds
Federal Funds/CDFI	\$20,000
Federal Funds/Neighbor Works	
Bank Loan Funds	\$2,212,250
Total	\$2,420,250

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services for the City:

A. Provide zero percent mortgage principal reduction funding to a minimum of eight (8) client households at or below 120% AMI that have completed homebuyer training and are certified as “mortgage ready”.

B. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

C. Contractor will report to the City on a quarterly basis the use of funds, including any income from prior allocations that was revolved as down payment assistance to new homebuyers.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation for financial assistance provided.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement. 2.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one hundred fifty-seven thousand five hundred dollars (\$157,500), inclusive of applicable gross receipts tax.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

D. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$157,500). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

E. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

F. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the

intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under

this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies

with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property

damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of

any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Community Housing Trust
1111 Agua Fria St
Santa Fe, NM 87501

26. Authority.

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

27. New Mexico Tort Claims Act

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

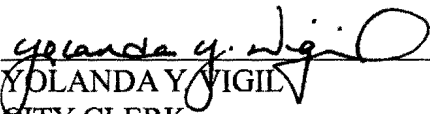
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 5/9/19

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 4/24/2019

APPROVED AS TO FORM:


 3/1
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:


MARY MCCOY
FINANCE DIRECTOR

22831.510500
Business Unit/Line Item

SANTA FE COMMUNITY HOUSING TRUST:


JUSTIN ROBISON
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 19-00063137

CITY OF SANTA FE
AFFORDABLE HOUSING TRUST FUND (AHTF)
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Habitat For Humanity** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Provide zero percent mortgage principal reduction funding for four (4) low-income homebuyer households earning at or less than 60% of AMI, in the Las Soleras subdivision.

B. Upon resale, liens will be repaid to the Contractor and revolved back into its down payment assistance program.

C. Contractor will report to the City on a quarterly basis the use of funds, including any income from prior allocations that was revolved as financial assistance to homebuyers.

D. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation for financial assistance provided.

E. Performance Measures.

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of eighty thousand dollars (\$80,000), such compensation not to exceed (\$80,000), inclusive of applicable gross receipts tax

B. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed (\$80,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty

days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of

termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall

have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage):
\$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and
name

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or

subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices. 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Habitat For Humanity
2520 Camino Entrada, Ste A
Santa Fe, NM 87507

26. Authority.

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

27. New Mexico Tort Claims Act

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 5/9/19

SANTA FE HABITAT FOR HUMANITY

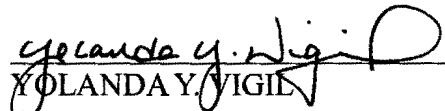


TED SWISHER
EXECUTIVE DIRECTOR


CRS# 02-070960-00-9

Registration # 19-00088313

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg 4/24/2019.

APPROVED AS TO FORM:

 3/1
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:


MARY MCCOY
FINANCE DIRECTOR

22831.510500
Business Unit/Line Item

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/17/2020
FOR CITY COUNCIL MEETING OF 06/24/2020

ISSUE:

Request for Approval of Amendments to extend the Term of Performance on four (4) Housing Contracts through June 30, 2021 (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov; 505-303-9868):

1. Amendment #1 to Mortgage Principal Reduction Contracts
 - a. Habitat for Humanity – (AHTF) – Contract amount \$80,000 (current balance is \$40,000)
 - b. Housing Trust – (AHTF) – contract amount \$157,500 (Current balance - \$76,000)
 - c. Homewise (CDBG) – Contract amount \$188,000 (Current balance - \$163,308.61)

2. Amendment #4 to Home Repair Contract
 - a. Homewise Home Repair (CDBG) – Contract amount \$ 75,000 (Current balance - \$ 25,716.44)

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: June 11, 2020

To: Quality of Life Committee – June 17, 2020
Public Works Committee – June 22, 2020
City Council – June 24, 2020

From: Alexandra Ladd
Director, Office of Affordable Housing

Re: Request approval of Amendment #4 to extend term of Homewise contract through June 30, 2021

ACTION REQUESTED:

Approve Amendment #4 to Homewise's home repair program contract to extend the term of the contract through June 30, 2021. The scope and the compensation remain unchanged.

- Homewise Home Repair (CDBG) – Contract amount \$ 75,000 (Current balance - \$ 25,716.44)

BACKGROUND:

In 2018, Homewise's home repair program was funded via RFP # 18/20/P to provide emergency grants or low interest loans to income-qualified homeowners. The loans are limited by amount (\$20,000 cap) and income percentile (80% area median income-AMI). The CDBG program requires that program income must be used first before entitlement funds. While performance targets were substantially met, home repair loans were funded largely through program income, leaving a substantial balance of entitlement funds.

ITEM and ISSUE:

Last year, the contract was extended through the current fiscal year to fully expend the funds. However, continued revenues from program income kept the entitlement funds from being fully drawn. The CDBG program also requires that a subrecipient may use program income to fund any eligible activity, so long as a contract is in place to provide the services.

Given its ongoing success in generating program income, Homewise anticipates that funds will also be generated during FY 20 - 21. In order to use any program income generated during this time, Homewise must remain under contract, thus further necessitating the extension of the contract term.

ITEM # 18-0586

RECEIVED
JUL 26 2018
FINANCE DEPT
CITY OF SANTA FE

CITY OF SANTA FE

COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 1st day of July, 2018, by and between the City of Santa Fe, a municipal corporation, (the "City") and Homewise, (the "Subrecipient").

RECITALS

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.
2. The City desires to engage the Subrecipient to render certain services to the City and its citizens.
3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.
4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

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

I. SCOPE OF SERVICES

The Subrecipient agrees to provide the following services to achieve identified levels of program accomplishments:

- A. Provide home improvement funding for necessary repairs or to improve energy and/or water conservation for an approximate minimum of six (6) homeowners below 80% AMI.
- B. Contractor will report to the City on a quarterly basis the use of funds.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

- A. Benefit low/moderate income persons.
- B. Aid in the prevention or elimination of slums or blight.
- C. Meet community development needs having a particular urgency, as

defined in 24 CFR 570.208.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on

a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City ~~proof in~~ documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the

sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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.

VI. TIME OF PERFORMANCE

The time of performance for this Contract is from July 1, 2018 to June 30, 2019 and all services are to be performed within this time. This Contract shall terminate on June 30, 2019 unless terminated pursuant to Paragraph XXX infra (Suspension and Termination). The term of this Contract may be extended by written amendment agreed to by the parties.

VII. MAXIMUM COMPENSATION

The total amount of compensation by the City to the Subrecipient under the terms of this Contract shall not exceed seventy five thousand dollars (\$75,000), inclusive of New Mexico Gross Receipts Tax, if applicable. Non-profit, 501c3 organizations are exempt from paying GRT.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of

Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The Subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for the expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS

The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 24 CFR 84.40-48, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement,

depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who

exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

Should the subrecipient discover a potential conflict of interest, the subrecipient must disclose it to the City in writing, prior to occurrence. The disclosure shall include a

description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City prior the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified

applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and

controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVIII. CONFIDENTIALITY

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

XIX. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XX. AMENDMENT

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

XXI. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and

served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Homewise, Inc
1301 Siler Road
Santa Fe, New Mexico 87507

XXII. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXIII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-

expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVII. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVIII. THIRD PARTY BENEFICIARIES

By entering into this Contract, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this

Contract as a third party beneficiary of this Contract.

XXIX. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 24 CFR 85.44.

B. The City may enforce remedies for noncompliance in accordance with 24 CFR 85.43. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXXI INSURANCE

A. The Subrecipient, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability

insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than thirty (30) days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this contract.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Subrecipient's employees throughout the term of this Agreement. Subrecipient shall provide the City with evidence of its compliance with such requirement.

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

D. The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of the OMB Circular A-110, Bonding and Insurance.

XXXII. INDEMNIFICATION

The Subrecipient shall indemnify, hold harmless and defend the 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 Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

XXXIII. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

XXXIV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXV. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required

therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the ~~Uniform~~ Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 24 CFR 84, and OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," and A-133 "Audits of States, Local Governments, and Non-profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVI. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Records documenting compliance with EPLS/SAM for each sub-contractor;
- (7) Financial records as required by 24 CFR 570.502, and 24 CFR

84.21-28;

(8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(9) ~~Other records~~ necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIII. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XXXIX. PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XL. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLI. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIII. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLIV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLV. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVI. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, (“Section 3”) and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient’s subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with “Section 3” requirements and to include the following language in all subcontracts executed under this Contract.

“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of “Section 3” of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). “Section 3” requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located”.

XLVIII. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker’s representative

of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

XLIX. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

L. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

LI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LII. 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.

LIII. RELEASE

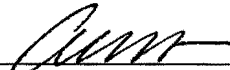
The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LIV. ENTIRE AGREEMENT


This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:

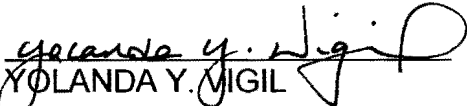

MAYOR
DATE: June 11, 2018

SUBRECIPIENT:
HOMEWISE, INC



MIKE LOFTIN, EXECUTIVE DIRECTOR
DATE: 9/16/18

New Mexico Taxation and Revenue
Dept.
CRS No. 02-062377-00-1
City of Santa Fe Business Registration
No. 18-00063137

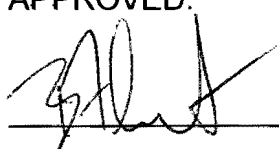
ATTEST:


YOLANDA Y. MIGIL
CITY CLERK
CC mtg. 5/30/18

APPROVED AS TO FORM:

 3/6
KELLEY A. BRENNAN
CITY ATTORNEY

APPROVED:

 6/5/18 ~~AM~~
FINANCE DIRECTOR

22737.510400
BUSINESS UNIT/LINE ITEM

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (SUB-RECIPIENT NAME) – (PROJECT TITLE)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
Final CDBG AMOUNT				\$75,000
Other Federal Funds (for amortizing loans)		US Treasury CDFI/ \$75,000	Application due on 4/4	\$75,000
Other Federal Funds (for amortizing loans)		NeighborWorks America/ \$75,000	Pending	\$75,000
Amortizing funds		NM Bank & Trust, Bank of America, BBVA/Compas Bank loan funds	Secured	\$1,275,000
City Funding (i.e. Youth and Family, Human Services Divisions)				\$
State funds (i.e. MFA)				\$
Other (i.e. in-kind, private funds)				\$
				\$
Total of all funding sources				\$1,500,000

The following chart details how the secured funding amount will support the various aspects of (SUBRECIPIENT NAME) (Work Scope).

Cost	CDBG Allocation
	75,000
Cost	Private Leveraged Funds
Federal Funds/CDFI	75,000
Federal Funds/Neighbor Works	75,000
Bank Loan Funds	1,250,000
Total	\$1,500,000

**CITY OF SANTA FE
AMENDMENT No. 4 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #18-0586**

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 1, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Homewise (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. TIME OF PERFORMANCE

Article VI of the Agreement is hereby deleted. A new Article VI of the Agreement is inserted so that Article VI reads in its entirety as follows:

The time of performance for this Contract is from July 1, 2019 to June 30, 2021 and all services are to be performed within this time. This Contract shall terminate on June 30, 2021 unless terminated pursuant to Paragraph XXX infra (Suspension and Termination). The term of this

Contract may be extended by written amendment agreed to by the parties.

2. AGREEMENT 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. 4 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

HOMEWISE:

CITY ATTORNEY'S OFFICE:

By: _____
MIKE LOFTIN
EXECUTIVE DIRECTOR

Marcos Martinez
Marcos Martinez (Jun 9, 2020 15:43 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400

ORG/OBJ


2020 06 9 CDBG Amendment

Final Audit Report


2020-06-09

Created:	2020-06-09
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnFRof57U6GHDRTs-koJVWzIMCOWwTVn

"2020 06 9 CDBG Amendment" History

 Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)

2020-06-09 - 9:40:46 PM GMT- IP address: 63.232.20.2

 Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature


2020-06-09 - 9:41:14 PM GMT

 Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-09 - 9:42:30 PM GMT- IP address: 23.103.201.254

 Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)

Signature Date: 2020-06-09 - 9:43:00 PM GMT - Time Source: server- IP address: 67.0.229.186

 Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)

2020-06-09 - 9:43:00 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 3 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #18-0586**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 1, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Homewise (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. TIME OF PERFORMANCE

Article VI of the Agreement is hereby deleted. A new Article VI of the Agreement is inserted so that Article VI reads in its entirety as follows:

The time of performance for this Contract is from July 1, 2019 to June 30, 2020 and all services are to be performed within this time. This Contract shall terminate on June 30, 2020

unless terminated pursuant to Paragraph XXX infra (Suspension and Termination). The term of this Contract may be extended by written amendment agreed to by the parties.

2. ADDITIONAL CONTRIBUTIONS

Article VIII of the Agreement is hereby deleted. A new Article VIII of the Agreement is inserted so that Article VIII reads in its entirety as follows:

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: Program Income received may be retained by the Subrecipient, and used for CDBG-eligible activities for which there is a current PSA with specific performance measures as detailed in the Scope of Work section of the Agreement. The two eligible activities for which Program Income may be used and anticipated ratios of use are Mortgage Principle Reduction Assistance (70%) and Home Improvement (30%). Ten percent (10%) of Program income on hand at the time of completion of the Contract period shall be returned to the City for administrative costs associated with the management of CDBG activities. All program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.


2. AGREEMENT IN FULL FORCE.

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


IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth

below.


CITY OF SANTA FE:


ALAN WEBBER
MAYOR
Date: 6/19/19

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
C/C mtg. 6/12/2019

APPROVED AS TO FORM:

 5/11/19
ERIN MCSHERRY
CITY ATTORNEY

HOMEWISE:

By: 
MIKE LOFTIN
EXECUTIVE DIRECTOR

APPROVED:


MARY MCCOY
FINANCE DIRECTOR

22737.510400
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 2 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #18-0586**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 1, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Homewise (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. ADMINISTRATIVE REQUIREMENTS

Article XXXV (A) 2 of the Agreement is hereby deleted. A new Article XXXV (A) 2 of the Agreement is inserted so that Article XXXV (A) 2 reads in its entirety as follows:

1. Article XXXV (A) 2 of the Agreement is hereby deleted. A new Article XXXV (A) 2 of the Agreement is inserted so that Article XXXV (A) 2 reads in its entirety as

follows:


2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

2. AGREEMENT 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.

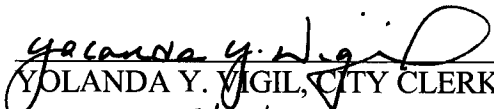
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:



ALAN WEBBER
MAYOR
Date: 4/1/19

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

HOMEWISER:



MIKE LOFTIN
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:



ERIN K. MCSHERRY
CITY ATTORNEY

2/22

APPROVED:



MARY MCCOY
FINANCE DIRECTOR

22737.510400
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #18-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 1, 2018 (the "Contract"), between the City of Santa Fe (the "City") and Homewise, Inc (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. MAXIMUM COMPENSATION

Article VII of the Contract is hereby deleted. A new Article VII of this Contract is inserted to increase the amount of compensation by a total of ten thousand one hundred eighty-three dollars (\$10,183) so that Article VII reads in its entirety as follows:

The Total amount of compensation by the City to the Subrecipient under the terms of this Contract shall not exceed eighty five thousand, one hundred and eighty three dollars (\$85,183), inclusive of New Mexico Gross Receipts Tax, if applicable. Non-Profit, 501c3 organizations are exempt from GRT.

2. ADDITIONAL CONTRIBUTIONS

1. VIII (A) is hereby deleted. A new Article VIII (A) of the Agreement is inserted so that Article VIII (A) reads in its entirety as follows:

A. Program Income: Program income received may be retained by the Subrecipient, and used for CDBG-eligible activities for which there is a current PSA with specific performance measures as detailed in the Scope of Work section of the Agreement. The two eligible activities for which Program Income may be used and anticipated ratios of use are Mortgage Principal Reduction Assistance (70%) and Home Improvement (30%). Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

3. ELIGIBLE AND INELIGIBLE COSTS

Article XII(B) of the Agreement is hereby deleted. A new Article XII(B) of the Agreement is inserted so that Article 5 reads in its entirety as follows:

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that

expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

4. CONFLICT OF INTEREST

The first paragraph of Article XIV of the Agreement is hereby deleted. A new paragraph of the Agreement is inserted so that the paragraph reads in its entirety as follows:

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

5. SUSPENSION AND TERMINATION

Article XXX (A) of the Agreement is hereby deleted. A new Article XXX (A) of the Agreement is inserted so that Article XXX (A) reads in its entirety as follows:

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

Article XXX (B) of the Agreement is hereby deleted. A new Article XXX (B) of the Agreement is inserted so that Article XXX (B) reads in its entirety as follows:

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In

the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

6. ADMINISTRATIVE REQUIREMENTS

Article XXXV (A) 1 of the Agreement is hereby deleted. A new Article XXXV (A) 1 of the Agreement is inserted so that Article XXXV (A) 1 reads in its entirety as follows:

1. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Article XXXV (A) 2 of the Agreement is hereby deleted. A new Article XXXV (A) 2 of the Agreement is inserted so that Article XXXV (A) 2 reads in its entirety as follows:

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200, and OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” and A-133 “Audits of States, Local Governments, and Non-profit Organizations.” These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

7. DOCUMENTATION AND RECORD-KEEPING

Article XXXVI (A) 7 of the Agreement is hereby deleted. A new Article XXXVI (A) 7 of the Agreement is inserted so that Article XXXVI (A) 7 reads in its entirety as follows:

(7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.

8. ADDITIONAL CONTRIBUTIONS

1. VIII (A) is hereby deleted. A new Article VIII (A) of the Agreement is inserted so that Article VIII (A) reads in its entirety as follows:


A. Program Income: Program income received may be retained by the Subrecipient, and used for CDBG-eligible activities for which there is a current PSA with specific performance measures as detailed in the Scope of Work section of the Agreement. The two eligible activities for which Program Income may be used and anticipated ratios of use are Mortgage Principal Reduction Assistance (70%) and Home Improvement (30%). Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

9. AGREEMENT 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.

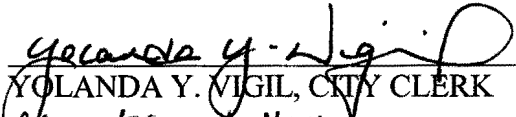
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:



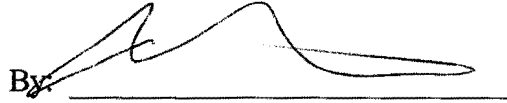
ALAN WEBBER, MAYOR
Date: 11/29/18

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 11/14/18

HOMEWISE, INC:

By: 

MIKE LOFTIN
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:



ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:



MARY MCCOY
FINANCE DIRECTOR

22737.510400
BUSINESS UNIT/LINE ITEM

City of Santa Fe, New Mexico

memo

DATE: June 16, 2020

TO: Public Works Committee

FROM: John J. Romero, Acting Public Works Department Director *JR*

SUBJECT: **Review and Approval of Re-prioritization of City Capital Projects for the Purpose of Utilizing Capital Funds on Capital Expenses Normally Paid from City Operating Budgets**

BACKGROUND:

During this unprecedented time staff is looking for creative solutions towards closing a roughly \$100M funding gap in next fiscal year's operating budget, brought on by the current COVID-19 pandemic. Potential funds that can aid in closing this gap are existing capital funds.

The Public Works Department has been working with other city departments to evaluate all existing capital projects, looking at what projects can be placed on hold for the purpose of freeing up funds. These funds are primarily bond proceeds backed by ½% of the City's GRT earmarked for capital improvements. Capital project fund saving will then be applied towards capital expenses that are typically paid out of the City's operating funds.

A capitalizable expense is a fixed asset that has a useful life greater than 1 year and costs more than \$5k. In order to utilize bond proceeds, the average life of all capital expenditures must exceed the average life of the bond (10 years). This criteria will be utilized when determining what operation related capital expenses we apply these funds towards. The list of expenses staff will be looking to apply these funds towards, will be presented by the Finance Department during our upcoming FY20/21 budget proposals.

The re-prioritization was approved by the Public Works Committee on June 8, 2020 with a recommendation that it go before the Finance Committee. At the June 15, 2020 Finance Committee, an amendment was presented to add \$556,000 of additional funding to the Public Safety Radio System Replacement project in order to add a Computer Aided Dispatch (CAD) system to the project. The Finance committee recommended that the item be tabled so that the Public Works Committee can review the amendment.

At this time, the Public Works Department is asking the Public Works Committee to review and approve the revised re-prioritization of capital projects. The attached spreadsheet summarizes all active capital projects including staff recommendations for amendments to certain project budgets including the above mentioned revision. These amendments to project budgets now generates \$6,500,410 in project savings. The amendments are as follows:

- City Hall Improvements–Amend budget from \$600,000 to \$163,001 (\$436,999 savings)
 - Reduction in project scope including removal of renovations to Land Use’s office space and removal of under budgeted HVAC improvements.
- GCCC Improvements–Amend budget from \$4,934,243 to \$4,577,556 (\$356,687 savings)
 - Reduction in project scope including removal of pool room & window painting, removal of structural painting, and removal of pool tile repairs.
- Southside Library-Amend budget from \$88,998 to \$63,998 (\$25,00 savings)
 - Reduction in project scope including removal of rainwater harvesting system repair.
- New Fire Station #2-Amend budget from \$6,535,000 to \$399,688 (\$6,135,312 savings)
 - Design has been completed for this project. Postponement of construction is proposed.
 - Emergency service coverage lost due to postponement of this project will be coordinated between the City’s Fire Department and Santa Fe County Fire Department.
- Public Safety Radio System Replacement-Amend budget from \$2,000,000 to \$2,556,000 (\$556,000 increase)
 - Addition of Computer Aided Dispatch (CAD) system to project.
- MEG Cafeteria-Amend budget from \$413,664 to \$411,252 (\$2,412 project savings)
 - Remaining balance of completed project
- CRM Upgrade-Amend budget from \$100,000 to \$0 (\$100,000 project savings)
 - The Constituent and Council Services Department created a new CRM system in-house with City resources.
- SWAN Park-Amend budget from \$599,000 to \$349,000 (\$250,000 savings)
 - Amendment of scope to only include design and construction of Water Tank Plant Screen, Horse Shoe Pits/Huachas, BMX Pump Track, Dog Park, Hiker/Biker Trail Head & Park Overlook, and Jersey Barrier Perimeter Control.
 - Project Saving to be utilized for MRC Soccer Valley Improvements.
- MRC Soccer Valley-Amend budget from \$1.25M to \$1.5M (\$250,000 increase)
 - Revised Scope:
 - GIS Irrigation Assessment + Water Budgets
 - Complete Irrigation System Rehabilitation
 - Field Improvements & Drainage mitigation Via Irrigation Rehabilitation
 - Pump House Assessment and Rehabilitation
 - Edge Turf Reduction and Reduced Water Requirements
 - Removed from Scope:
 - Field Lighting
 - Parking and Circulation Design
 - Field Specific Rehabilitation

RECOMMENDED ACTION:

Approval of above mentioned project budget adjustments further explained in the attached spreadsheet.

2018 GRT Funded Project
1/2% GRT Revenue Funded Projects
GO Bonds
Special Revenue
Grant Funded Projects

Department	Project	Project Start Date/(Projected)	Project Projected Complete Date	Project Budget	Revised Project Budget	Project Savings	Justification	Comments	Funding Source
Facilities	City Hall	March-20	June-21	600,000.00	\$ 163,001.00	\$ 436,999.00	Land Use work not essential. HVAC for city hall is extensive. The current budget is not sufficient.	Continue roof repair. Place on hold Land Use work. Place on hold HVAC work as existing budget not sufficient.	2018 GRT Bond: \$600,000
	LU office reconstruction			10,278.35	\$ 10,278.35	\$ -			
	LU misc electrical equipment			4,662.81	\$ 4,662.81	\$ -			
	LIUP tile and new carpet installation			4,902.41	\$ 4,902.41	\$ -			
Facilities	Fort Marcy	March-19	May-21	693,361.00	\$ 693,361.00	\$ -		Project complete with no remaining balance.	2018 GRT Bond: \$700,000
Facilities	Genoveva Chavez Community Center	April-19	October-21	4,934,243.00	\$ 4,577,556.00	\$ 356,687.00	Non-essential items that can be placed on hold; \$85,000 - Pool room and window painting; \$250,000 - structural painting; and \$21,687 Pool tile repairs	All essential repair work with the exception of: \$85,000 - Pool room and window painting; \$250,000 - structural painting; and \$21,687 Pool tile repairs	2018 GRT Bond: \$4,300,000
Facilities	Main Library	March-19	June-20	175,000.00	\$ 175,000.00	\$ -		Roof repair to the Main Library. Work to commence in May 2020.	2018 GRT Bond: \$155,000
Facilities	Southside Library	April-19	August-20	88,998.00	\$ 63,998.00	\$ 25,000.00	Non-essential item that can be placed on hold; \$25,000 Southside Library Rainwater Harvesting System Repair	Continue HVAC repair. Place on hold \$25,000 Harvesting System Repair	2018 GRT Bond: \$165,000
Facilities	Salvador Perez	November-19	June-20	2,124,965.00	\$ 2,124,965.00	\$ -		Renovation project underway and close to completion.	2018 GRT Bond: \$2,450,000
	Sal P Pool Filter	May-20	May-20	5,000.00	\$ 5,000.00	\$ -			
	Sal P Structural Envelope Rehab			115,000.00	\$ 115,000.00	\$ -	This is required to maintain the pool filtration system		
Facilities	Siringo Complex	February-20	August-20	117,113.00	\$ 117,113.00	\$ -		Continue HVAC and roof repair essential for staff return in Bldg. 1 which includes Polic Records	2018 GRT Bond: \$120,000
Facilities	Sher Building C	April-19	June-20	421,686.00	\$ 421,686.00	\$ -		Continue HVAC and roof repair.	2018 GRT Bond: \$580,000
Facilities	Tree Root & Paver Repair	October-19	May-20	60,000.00	\$ 60,000.00	\$ -		Checking on ADA compliance; safety issue on the eastside of the SF Convention Center.	2018 GRT Bond: \$60,000
Facilities	New Fire Station #2	May-20	December-21	6,000,000.00	\$ -	\$ 6,000,000.00		\$535,000 for Design is funded by Fire/ 1/2% GRT funds; new facility	2018 GRT Bond: \$6,000,000
	New Fire Station #2 - Design			395,000.00	\$ 395,688.00	\$ 139,312.00			
Facilities	MEG Cafeteria Addition - \$235K GRT Bond (+\$178K State Aging Grant)	April-19	September-19	413,664.00	\$ 411,252.00	\$ 2,412.00	Project Complete; remaining balance.	Project Complete; remaining balance.	2018 GRT Bond: \$235,000
Facilities	Restore Bridges at Urban Trails	March-20	October-20	240,000.00	\$ 240,000.00	\$ -		Continue essential bridge rehab work needed for safety.	2018 GRT Bond: \$235,000
Facilities	Midtown Planning and Site Preparation	July-19	April-21	1,100,000.00	\$ 1,100,000.00	\$ -			2018 GRT Bond: \$1,100,000
ITT	Public Safety Wireless	February-20	December-22	352,000.00	\$ 352,000.00	\$ -			2018 GRT Bond: \$200,000
ITT	Public Safety Radio System Replacement	December-19	December-20	2,000,000.00	\$ 2,556,000.00	\$ (556,000.00)		\$873,357 received from the County; Adding Computer Aided Dispatch (CAD) system.	2018 GRT Bond: \$2,000,000 & County
Constituent Svc	Constituent Relationship Manager (CRM)	90 days after contract awarded	June-20	100,000.00	\$ -	\$ 100,000.00		Project being performed inhouse	2018 GRT Bond: \$100,000
	TOTAL			19,895,873.57	13,395,463.54	6,500,410.03			

Facilities	SWAN Park	January-21	January-22	599,000.00	\$ 349,000.00	\$ 250,000.00	Revised Phase II scope. Project savings to be utilized for MRC Project.		2013, 2014 GO Bonds & CIP reallocation
Engineering	Tierra Contenta Trail	August-20	June-21	462,295.00	\$ 462,295.00	\$ -		\$426,438 funded from 13/14 GO Bonds	2013 & 2014 GO Bonds
Engineering	Rail Trail - All Segments	April-20	October-20	1,025,225.00	\$ 1,025,225.00	\$ -		Construction of the Rail Trail from Pen Road to Alta Vista Street	2013, 2014 GO Bonds & CIP reallocation
	TOTAL			2,086,520.00	1,836,520.00	250,000.00			

Facilities	GCCC Mechanical Mezzanine Roofs	February-20	December-20	865,000.00	\$ 865,000.00	\$ -		Renovation project is underway with design, imperative to addressing the desiccated droppings	GCCC CIP budget
Parking	Parking Revenue Access & Revenue Control System (PARCS)	January-20	June-20	1,500,000.00	\$ 1,500,000.00	\$ -		Funding is through Parking's CIP Enterprise fund & NMFA loan	Parking CIP funds & NMFA loan
Engineering	Arroyo Chamiso Crossing Study	May-19	July-20	275,000.00	\$ 275,000.00	\$ -		Planning costs only - Public Meeting 3/2020	City Road Impact Fees
Engineering	Camino Entrada Roundabout	December-19	November-20	1,141,000.00	\$ 1,141,000.00	\$ -		\$241,000 for design has already been funded the remaining \$900,000 is for construction. Funded through Traffic Mitigation funds	Traffic impact fees
	TOTAL			3,781,000.00	3,781,000.00	-			

Engineering	Acequia Trail	June-21	April-22	422,000.00	\$	422,000	\$	-	\$300,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe	NMDOT Grant for Design of Trail
Engineering	Agua Fria/Cottonwood	March-17	May-21	1,956,000.00	\$	1,956,000	\$	-	Grant award \$362,000- Design & ROW - \$1,594,000 Construction. No City match.	NMDOT Grant
Engineering	Agua Fria/S. Meadows	September-18	September-21	989,492.00	\$	989,492	\$	-	Grant award for \$989,492 - Additional funding will be needed for construction	NMDOT Grant & NM DFA Appropriation
Engineering	El Museo Cultural	March-20	December-20	160,000.00	\$	160,000	\$	-	\$160,000 DFA appropriation for roof repairs to El Museo	NM DFA Appropriation
Engineering	Green House for Therapy Program	February-20	November-20	150,000.00	\$	150,000	\$	-	\$148,500 DFA Appropriation	NM DFA Appropriation
Engineering	Guadalupe Street	August-17	August-22	5,117,200.00	\$	5,117,200	\$	-	\$5,117,200 Grant for Design & Construction	NMDOT Grant
Engineering	Harrison Road Sidewalk - Light Improvements	March-20	TBD depending on scope	228,000.00	\$	228,000	\$	-	\$228,000 in DFA Appropriation for lighting	NM DFA Appropriation
Engineering	Kitchen Angels	March-20	March-21	216,117.00	\$	216,117	\$	-	\$216,117 for Kitchen Angels renovations	NM DFA Appropriation
Engineering	La Comunidad del los Ninos	December-19	April-20	50,000.00	\$	50,000	\$	-	\$50,000 DFA appropriation for sewer repairs and minor interior repairs	NM DFA Appropriation
Engineering	Sandoval/Montezuma Intersection	September-19	January-20	100,000.00	\$	100,000	\$	-	\$100,000 DFA Appropriation for design services	NM DFA Appropriation
Engineering	Santa Fe Business Incubator	March-20	June-20	260,000.00	\$	260,000	\$	-	\$257,400 grant from NMEDD for new roof & ITT equipment	NMEDD
Transit	Southside Transit Center	April-19	April-21	3,198,071.00	\$	3,198,071	\$	-	The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.	US DOT funding/20% Transit match required
Transit	Bus Shelter/Stop Upgrades	January-20	December-22	686,480.00	\$	686,480	\$	-	\$2,340,824 Funded by US DOT	US DOT funding/20% Transit match required
Transit	Downtown Transit Center	November-11	July-21	2,400,862.00	\$	2,400,862	\$	-	\$925,000 in DFA Appropriations; investment-grade energy due diligence phase underway - near completion.	US DOT funding/15% Transit match required
Facilities	Solarization and Lighting Project	August-19	December-21	14,922,462.00	\$	14,922,462	\$	-	\$500K City Match 18 GRT Bond Funds, \$250K City 12 GO Bond Funds, \$500K County Match and \$250K DFA Appropriation - per Project Manager the budgeted amount of \$1,250,000 is only for the design and development and the total soccer valley improvement will be \$8M	NM DFA Appropriation
Facilities	MRC Soccer Valley	February-20	October-21	1,250,000.00	\$	1,500,000	\$	(250,000.00)	\$117,000 DFA Appropriation for installation of bullet proof windows at Muni court; project near completion; awaiting delivery on bullet proof window.	City, County and NM DFA Appropriation
Facilities	Municipal Court Bullet Proof Windows	November-19	August-20	107,612.00	\$	107,612	\$	-	\$550,000 DFA Appropriation & \$24,118 Lodger's tax; project underway with phase II design and review by Historic preservation	NM DFA Appropriation
Facilities	Downtown Restroom Facility	July-18	February-21	693,807.00	\$	693,807	\$	-	\$1.1M DFA Appropriation, \$1M City already funded	NM DFA Appropriation & Lodgers tax
Facilities	Southside Teen Center	October-19	June-22	6,100,000.00	\$	6,100,000	\$	-	Total Appropriations \$9,765,000 (\$8,910,000 +\$855,000)	2 NM DFA Appropriations
Airport	Airport Terminal and Parking Lot Expansion	August-19	September-21	11,500,000.00	\$	11,500,000	\$	-	Grant award for \$1,250,200	NMDOTAD Grant
Airport	Runway 10-28 Mill and Overlay	May-19	November-11	1,227,500.00	\$	1,227,500	\$	-	\$1,064,161 was funded from the GRT Premium funds	GRT Premium Funds
Airport	Runway 20 RSA	October-19	April-20	729,096.00	\$	729,096	\$	-	\$2,262,660 USDOT & \$70,708 NMDOT	NMDOTAD Grant & NMDOT
Airport	Taxiway D Phase II	January-19	September-20	2,459,936.00	\$	2,459,936	\$	-		
TOTAL				54,924,635.00		55,174,635.00		(250,000.00)		

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REFERENCE
3209980	572960	WIP Design	1/7/2020	008182	22001303	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008182	22001303	LIQ/INV
3209980	572960	WIP Design	9/17/2019	008182	22001303	PO ENT/PRF
3209980	572960	WIP Design	4/20/2020	008273	22001590	PO MAINT
3209980	572960	WIP Design	3/3/2020	008273	22001590	LIQ/INV
3209980	572960	WIP Design	12/12/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	11/21/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/10/2019	008273	22001590	LIQ/INV
3209980	572960	WIP Design	10/2/2019	008273	22001590	PO ENT/PRF
3209980	572960	WIP Design	1/27/2020	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	12/24/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	11/19/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/17/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/4/2019	003097	22001611	LIQ/INV
3209980	572960	WIP Design	10/2/2019	003097	22001611	PO ENT/PRF
3209980	572960	WIP Design	12/12/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/28/2019	005730	22001615	LIQ/INV
3209980	572960	WIP Design	10/3/2019	005730	22001615	PO ENT/PRF
3209980	572960	WIP Design	3/16/2020	003069	22001675	PO MAINT
3209980	572960	WIP Design	10/4/2019	003069	22001675	PO ENT/PRF
3209980	572960	WIP Design	10/10/2019	007567	22001788	PO ENT/PRF
3209980	572960	WIP Design	11/12/2019	008273	22002247	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	007856	22002449	LIQ/INV
3209980	572960	WIP Design	11/20/2019	007856	22002449	PO ENT/PRF
3209980	572960	WIP Design	2/6/2020	001834	22003428	PO ENT/PRF
3209980	572960	WIP Design	3/12/2020	001005	22003621	LIQ/INV
3209980	572960	WIP Design	2/20/2020	001005	22003621	PO ENT/PRF
3209980	572960	WIP Design	3/13/2020	008249	22003643	LIQ/INV
3209980	572960	WIP Design	3/13/2020	008249	22003643	PO MAINT
3209980	572960	WIP Design	3/3/2020	008249	22003643	PO MAINT

3209980	572960	WIP Design	2/21/2020 008249	22003643	PO ENT/PRF
3209980	572960	WIP Design	2/24/2020 008279	22003644	LIQ/INV
3209980	572960	WIP Design	2/21/2020 008279	22003644	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001322	22003803	PO ENT/PRF
3209980	572960	WIP Design	3/5/2020 001954	22003865	PO ENT/PRF
3209980	572960	WIP Design	4/3/2020 003553	22003973	LIQ/INV
3209980	572960	WIP Design	3/10/2020 003553	22003973	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF
3209980	572960	WIP Design	4/17/2020 002574	22004527	PO ENT/PRF

FS#2 Design PO 22001611
 Conceptual design to building & parking lot at MEG PO 22001615
 Solarization of City Facilities PO 22001675
 Snow melt system for dock area - MEG PO 22001788
 City Hall - Depart reorg, Re-arrange departments and Haz Mat Report PO 22002247
 Ft. Marcy Equipment Room PO 22002449
 DFA Grant - design behavior & substance abuse facility PO 22003428
 LU office reconstruction PO 22003803
 LU Maint/reconstruction of new office PO 22003865
 Sal P Structural Envelope Rehab PO 22003973
 Southside Teen Center PO 22004527

AMOUNT	VDR NAME/ITEM DESC
-14,457.61	EARTH CARE INTERNATIONAL
-7,228.81	EARTH CARE INTERNATIONAL
21,686.42	EARTH CARE INTERNATIONAL
-0.99	SPEARS HORN ARCHITECTS
-201.51	SPEARS HORN ARCHITECTS
-1,112.42	SPEARS HORN ARCHITECTS
-9,715.89	SPEARS HORN ARCHITECTS
-10,624.16	SPEARS HORN ARCHITECTS
21,654.97	SPEARS HORN ARCHITECTS
-5,818.26	ATKIN OLSHIN SCHADE ARCHITECTS
-30,969.57	ATKIN OLSHIN SCHADE ARCHITECTS
-8,223.87	ATKIN OLSHIN SCHADE ARCHITECTS
-35,287.93	ATKIN OLSHIN SCHADE ARCHITECTS
-6,633.12	ATKIN OLSHIN SCHADE ARCHITECTS
-33,100.12	ATKIN OLSHIN SCHADE ARCHITECTS
-4,876.96	ATKIN OLSHIN SCHADE ARCHITECTS
-91,931.48	ATKIN OLSHIN SCHADE ARCHITECTS
383,752.89	ATKIN OLSHIN SCHADE ARCHITECTS
-447.30	MIFSUD ASSOCIATES ARCHITECTS LLC
-520.50	MIFSUD ASSOCIATES ARCHITECTS LLC
-650.63	MIFSUD ASSOCIATES ARCHITECTS LLC
-780.75	MIFSUD ASSOCIATES ARCHITECTS LLC
17,000.00	MIFSUD ASSOCIATES ARCHITECTS LLC
183,981.75	YEAROUT SERVICE LLC
113,480.00	YEAROUT SERVICE LLC
5,567.45	TOEPPER BRANDON DBA TEPPICS ENGINEERING
20,223.59	SPEARS HORN ARCHITECTS
-12,234.84	B&D INDUSTRIES INC
13,594.27	B&D INDUSTRIES INC
50,000.00	ST VINCENT HOSPITAL
-54.00	STATE OF NEW MEXICO REGULATION &
54.00	STATE OF NEW MEXICO REGULATION &
-650.63	EONS DE SANTA FE, LLC
600.00	EONS DE SANTA FE, LLC
-549.37	EONS DE SANTA FE, LLC

600.00 EONS DE SANTA FE, LLC

-988.95 PNM

988.95 PNM

2,382.63 CHAPARRAL MATERIALS INC

7,895.72 HOME DEPOT CREDIT SERVICE

-22,695.35 COOPERATIVE EDUCATIONAL SERVICES

38,896.12 COOPERATIVE EDUCATIONAL SERVICES

448,630.72 WILSON AND COMPANY INC (ALQ)

37,853.22 WILSON AND COMPANY INC (ALQ)

1,069,087.68

166,911.58 ATKIN OLSHIN SCHADE ARCHITECTS

14,600.82 MIFSUD ASSOCIATES ARCHITECTS LLC

297,461.75 YEAROUT SERVICE LLC

5,567.45 TOEPFER BRANDON DBA TEPPICS ENGINEERING

20,223.59 SPEARS HORN ARCHITECTS

1,359.43 B&D INDUSTRIES INC

50,000.00 ST VINCENT HOSPITAL

2,382.63 CHAPARRAL MATERIALS INC

7,895.72 HOME DEPOT CREDIT SERVICE

16,200.77 COOPERATIVE EDUCATIONAL SERVICES

486,483.94 WILSON AND COMPANY INC (ALQ)

1,069,087.68

0.00

COMMENTS

CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

Professional svcs complet2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PR2020
ARCHITECTURAL SERVICES, PROFES

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ARCHITECTURAL SERVICES, PR2020
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CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES 2020
CONSULTING SERVICES

Increase PO per contract a2020
ENERGY COLLECTING EQUIPMENT AN

ENGINEERING SERVICES, PROFESSI

ARCHITECTURAL SERVICES, PROFES

ENGINEERING AND ARCHITECTU2020
ENGINEERING AND ARCHITECTURAL

Christus St. Vincent Project

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

ENGINEERING SERVICES, PROF2020
correct PO 2020
increase to include NMGRT 2020

ENGINEERING SERVICES, PROFESSI

MISCELLANEOUS FEES, DUES, 2020
MISCELLANEOUS FEES, DUES, PERM

BUILDING CONSTRUCTION SERVICES

BUILDING CONSTRUCTION SERVICES

ENGINEERING SERVICES, PROF2020
ENGINEERING SERVICES, PROF CES

On-Call - Southside Teen Cente
On-Call - Southside Teen Cente

ARCHITECTURAL SERVICES, PROFES
CONSULTING SERVICES
ENERGY COLLECTING EQUIPMENT AN
ENGINEERING SERVICES, PROFESSI
ARCHITECTURAL SERVICES, PROFES
ENGINEERING AND ARCHITECTURAL
Christus St. Vincent Project
BUILDING CONSTRUCTION SERVICES
BUILDING CONSTRUCTION SERVICES
ENGINEERING SERVICES, PROF2020

ORG	OBJECT	DESCRIPTION	EFF DATE	REF1	PO/REF2	REF3	REFERENCE
3209980	572970	WIP Construction	4/21/2020	001448	22000872	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001448	22000872		PO ENT/PRF
3209980	572970	WIP Construction	4/21/2020	001265	22000992	CAN 1	PO MAINT
3209980	572970	WIP Construction	8/30/2019	001265	22000992		PO ENT/PRF
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	10/23/2019	001349	22001015	5166	LIQ/INV
3209980	572970	WIP Construction	9/4/2019	001349	22001015		PO ENT/PRF
3209980	572970	WIP Construction	10/21/2019	001954	22001016	CAN 1	PO MAINT
3209980	572970	WIP Construction	9/4/2019	001954	22001016		PO ENT/PRF
3209980	572970	WIP Construction	1/28/2020	008212	22001099	11294	LIQ/INV
3209980	572970	WIP Construction	1/3/2020	008212	22001099	9469	LIQ/INV
3209980	572970	WIP Construction	12/12/2019	008212	22001099	8440	LIQ/INV
3209980	572970	WIP Construction	10/30/2019	008212	22001099	5901	LIQ/INV
3209980	572970	WIP Construction	9/6/2019	008212	22001099		PO ENT/PRF
3209980	572970	WIP Construction	4/15/2020	003553	22001249	16730	LIQ/INV
3209980	572970	WIP Construction	2/26/2020	003553	22001249	13645	LIQ/INV
3209980	572970	WIP Construction	1/17/2020	003553	22001249	10889	LIQ/INV
3209980	572970	WIP Construction	12/27/2019	003553	22001249	9241	LIQ/INV
3209980	572970	WIP Construction	12/19/2019	003553	22001249	8877	LIQ/INV
3209980	572970	WIP Construction	10/11/2019	003553	22001249	4551	LIQ/INV
3209980	572970	WIP Construction	9/26/2019	003553	22001249	3700	LIQ/INV
3209980	572970	WIP Construction	9/13/2019	003553	22001249		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	006681	22001388	CAN 1	PO MAINT
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3895	LIQ/INV
3209980	572970	WIP Construction	10/4/2019	006681	22001388	3898	LIQ/INV
3209980	572970	WIP Construction	9/20/2019	006681	22001388		PO ENT/PRF
3209980	572970	WIP Construction	4/20/2020	001954	22001958	CAN 1	PO MAINT
3209980	572970	WIP Construction	11/25/2019	001954	22001958	7488	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6745	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6746	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6748	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6749	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6752	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6747	LIQ/INV
3209980	572970	WIP Construction	11/13/2019	001954	22001958	6750	LIQ/INV
3209980	572970	WIP Construction	10/22/2019	001954	22001958		PO ENT/PRF
3209980	572970	WIP Construction	12/19/2019	005996	22002855		PO ENT/PRF

3209980	572970	WIP Construction	3/12/2020	008046	22003996	PO ENT/PRF
3209980	572970	WIP Construction	3/13/2020	007926	22004041	PO ENT/PRF

Sal P Pool : PO 22001099
Sal P Struc PO 22001249
muni cour PO 22002855
LU-Misc El PO 22003996
LU - tile an PO 22004041

AMOUNT	VDR NAME/ITEM DESC	COMMENTS
-64.13	NEW MEXICAN	fees paid with PCARD 2020
64.13	NEW MEXICAN	COMMUNICATIONS AND MEDIA RELAT
-70.21	ALBUQUERQUE PUBLISHING COMPANY	paid fees with PCARD 2020
70.21	ALBUQUERQUE PUBLISHING COMPANY	COMMUNICATIONS AND MEDIA RELAT
-148.12	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
-3.10	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PI2020
151.22	EMPIRE BUILDERS	FASTENERS: BOLTS, NUTS, PINS,
-1,874.90	HOME DEPOT CREDIT SERVICE	quantity not amount 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
-1,270.89	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-843.64	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-422.91	GEO-TEST, INC.	ENGINEERING SERVICES, PROF2020
-1,131.00	GEO-TEST, INC.	Job No. 2-91012 Salvador P2020
4,901.38	GEO-TEST, INC.	ENGINEERING SERVICES, PROFESSI
-13,935.12	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-18,489.94	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-36,243.79	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-13,713.11	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-15,609.35	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-27,386.06	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
-4,175.74	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: 2020
141,500.00	COOPERATIVE EDUCATIONAL SERVICES	BUILDINGS AND STRUCTURES: FABR
-74.08	FACILITYBUILD INC	project complete and paid 2020
-2,352.30	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
-5,020.62	FACILITYBUILD INC	BUILDING MAINTENANCE, INST2020
7,447.00	FACILITYBUILD INC	BUILDING MAINTENANCE, INSTALLA
-4.07	HOME DEPOT CREDIT SERVICE	Invoices paid; ok to close2020
-204.68	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-43.88	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-87.85	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-86.93	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-184.36	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-863.23	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-330.42	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
-69.48	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES 2020
1,874.90	HOME DEPOT CREDIT SERVICE	BUILDER'S SUPPLIES
107,612.42	CONSTRUCTION DAVENPORT	GLASS AND GLAZING SUPPLIES

4,662.81 ALIVE ELECTRIC, INC.

ELECTRICAL EQUIPMENT AND SUPPL

4,902.41 CORONADO PAINT & DECORATING CENTER

FLOOR COVERING, FLOOR COVERING

130,357.47

1,232.94 GEO-TEST, INC.

ENGINEERING SERVICES, PROFESSI

11,946.89 COOPERATIVE EDUCATIONAL SERVICES

BUILDINGS AND STRUCTURES: FABR

107,612.42 CONSTRUCTION DAVENPORT

GLASS AND GLAZING SUPPLIES

4,662.81 ALIVE ELECTRIC, INC.

ELECTRICAL EQUIPMENT AND SUPPL

4,902.41 CORONADO PAINT & DECORATING CENTER

FLOOR COVERING, FLOOR COVERING

130,357.47

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/17/2020
FOR CITY COUNCIL MEETING OF 06/24/2020

ISSUE:

Consideration of Bill #2020-14: An Ordinance Amending Section 23-6.2 SFCC 1987 to Allow Licensed Establishments That Have Obtained an Obstruction Permit From the City and a Temporary Change/Expansion of Liquor License Premises From the New Mexico Alcoholic Beverage Control Division to Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property That Has Been Specifically Authorized for Temporary use Due to the COVID-19 Public Health Emergency; and Establishing an Effective Date as the Date of Bill Adoption. (Mayor Webber) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

Committee Review:

City Council (request to publish) (approved)	6/10/20
Public Works and Utilities Committee (scheduled)	6/22/20
City Council (public hearing) (scheduled)	6/24/20

QUALITY OF LIFE COMMITTEE ACTION: Approved after discussion (removed from consent by Councilor Villarreal)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

City Council, Public Works

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		



City of Santa Fe New Mexico

Memorandum



Date: June 11, 2020

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

Via: Erin McSherry, City Attorney

From: Michael Prinz, Assistant City Attorney

RE: Temporary sale of alcohol on City property

ITEM AND ISSUE

The reopening of restaurants for outdoor dining permitted by the May 27, 2020 Public Health Order allows for occupancy not exceeding 50% of total outdoor occupancy, reducing the economic benefit for these restaurants. The City of Santa Fe ("City") is working to increase opportunities for restaurants to expand their dining areas onto City property where possible.

BACKGROUND AND SUMMARY

The May 27, 2020, Public Health Order of the NM Department of Health allows limited outdoor dining service for restaurants that generate more than 50% of their annual revenue from food. These outdoor dining areas cannot exceed 50% of their outdoor occupancy, tables must be spaced at least six feet apart, and restaurants must abide by all other COVID Safe Practices.

The City is considering allowing restaurants to expand their service areas onto City sidewalks and streets.

However, a restaurant with a liquor license can only serve alcoholic beverages on the licensed premises or it will violate the Liquor Control Act and they could lose their license.

In response to these circumstances, the NM Alcoholic Beverage Control Division developed a process by which restaurants can apply for approval of temporary floor plan changes. ABC does not charge a fee for the temporary change of floor plan. The temporary floor plan will be for a limited duration and will expire automatically on October 31, 2020.

The sale and consumption of alcohol is not permitted on City property except for a few specific locations or by resolution of the Governing Body.

When alcohol is allowed on City Property at the enumerated locations or through resolution of the Governing Body, the regulations in SFCC 23-6.3 apply. These regulations include

requirements for physical barriers around the alcohol service area, security guards, wrist bands, and signage.

If the Governing Body passed a resolution allowing restaurants to serve alcohol on City sidewalks pursuant to Section 23-6.2(C) SFCC, the regulations in SFCC 23-6.3 would be quite burdensome for the restaurants and would not achieve the results desired by the City.

An ordinance to change the requirements for the sale and consumption of alcohol on City property for liquor license holders that have received a temporary change or expansion of their licensed premises from the New Mexico Alcoholic Beverage Control Division (“ABC”) is the most effective way to achieve the desired results. The bill adds a paragraph E to Section 23-6.2 SFCC 1987 that allows the sale and consumption of alcohol on City property that has been designated and approved for temporary use by the City. The restaurant must first obtain a temporary modified liquor license from ABC before applying for a permit with the City.

ACTION REQUESTED

Staff requests adoption of the Bill.

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-14
Temporary Sale of Alcohol on City Property

Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-14:

1. On page 3, line 14 after the closed bracket, *strike* the remainder of the paragraph and *insert* in lieu thereof:

“1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars (\$1,000,000.00) and a liquor liability policy in the amount of two million dollars (\$2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.

2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.

3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico regulation and licensing department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.

4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.

5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2020.”

Respectfully submitted,

Alan Webber, Mayor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk

10208.1(A)

SUBSTITUTE BILL

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-14

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 23-6.2 SF CC 1987 TO ALLOW [RESTAURANTS] LICENSED ESTABLISHMENTS THAT HAVE OBTAINED AN OBSTRUCTION PERMIT FROM THE CITY AND A TEMPORARY CHANGE/EXPANSION OF LIQUOR LICENSE [MODIFICATION] PREMISES FROM THE NEW MEXICO ALCOHOLIC BEVERAGE CONTROL DIVISION TO SERVE ALCOHOL ON CITY SIDEWALKS, STREETS, RIGHTS-OF -WAY, OR OTHER PROPERTY THAT HAS BEEN SPECIFICALLY AUTHORIZED ~~[BY THE CITY]~~ FOR TEMPORARY [BUSINESS] USE DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY ; AND ESTABLISHING AN EFFECTIVE DATE AS THE DATE OF BILL ADOPTION.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012 -20, as amended) is amended to read:

23-6.2 - Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following

underscored material = new [bracketed material] = delete

SUBSTITUTE BILL

1 locations on city property:

2 (1) The Santa Fe community convention center and adjacent outdoor
3 spaces under the center's control;

4 (2) That area of the Santa Fe regional airport main terminal building and
5 adjacent areas operated as a restaurant;

6 (3) The Marty Sanchez links de Santa Fe (golf course);

7 (4) Buildings owned by another party located on land owned by the city;

8 (5) On land or buildings owned by the city, located within the Santa Fe
9 Railyard, as described in the Railyard Master Plan, for which the city has entered into
10 a lease with another party for six (6) months or more except for the Railyard park, Plaza
11 and Alameda (as defined in the Deed of Conservation Easement dated October 1, 2004)
12 where alcohol is prohibited, unless specifically permitted under subsection 23 -
13 6.2 SFCC 1987;

14 (6) On land or buildings owned by the city for which the city has entered
15 into a lease with another party for six (6) months or more;

16 (7) In or on railroad cars located on railroad tracks except as prohibited by
17 state or federal law; and

18 (8) During professional baseball games, the area of Fort Marcy ballpark
19 designated for concessions and seating.

20 B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are
21 beer and wine.

22 C. The governing body may approve by resolution the sale and consumption of
23 alcohol at all other locations on city property, except within the plaza as defined by
24 subsection 23 -5.1([R]S). The resolution specifying the event, date, hours, location, number of
25 expected attendees, type of alcohol to be served, required permits, and insurance shall be

SUBSTITUTE BILL

1 adopted at least thirty (30) days in advance of the event. The resolution shall be limited to
2 authorization for a single event, unless otherwise stated in the resolution.

3 D. All other applicable approvals required by state or city laws and regulations
4 shall be obtained prior to the sale or consumption of alcoholic beverages on the property
5 described in this subsection 23-6.2.

6 E. As a response to the May 27, 2020, public health order [of] issued by the New
7 Mexico department of health allowing limited outdoor dining service for qualified restaurants and
8 to enhance physical distancing restrictions due to the COVID -19 pandemic, sale and consumption
9 of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been
10 designated and approved for temporary use by a [permitted business] current liquor licensee may
11 serve alcohol pursuant to the following limitations. [Before alcohol may be sold or consumed on
12 the designated and approved city property, a permitted business shall have a valid temporarily
13 modified liquor license issued by the alcoholic beverage control division ("ABC") of the New
14 Mexico public regulation department] A licensed establishment shall apply for and receive an
15 obstruction permit from the city and a temporary change/expansion of liquor license premises
16 issued by the alcoholic beverage control division of the New Mexico regulation and licensing
17 department before alcohol may be sold or consumed on the designated and approved city property
18 Proof of the approved temporary change/expansion of liquor license premises [issued by ABC]
19 must be produced upon request of [a city code enforcement officer,] police, [or] fire, or other
20 authorized city official. The sale and consumption of alcoholic beverages on any city property
21 allowed under this subsection shall be subject to the regulations concerning alcoholic beverages
22 contained in SFCC Section 4-2, 1987. Unless extended by ordinance or resolution, any license or
23 permit issued pursuant to this subsection shall expire on October 31, 2020.

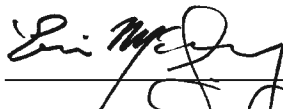
24 Section 2. Effective Date. This ordinance shall take effect immediately upon
25 adoption by the governing body.

SUBSTITUTE BILL

1 APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2020/Bills/2020-14 Temporary Sale of Alcohol on City Property (Substitute)

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-14

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AMENDING SECTION 23-6.2 SFCC 1987 TO ALLOW RESTAURANTS THAT HAVE OBTAINED A TEMPORARY LIQUOR LICENSE MODIFICATION FROM THE NEW MEXICO ALCOHOLIC BEVERAGE CONTROL DIVISION TO SERVE ALCOHOL ON CITY SIDEWALKS, STREETS, RIGHTS-OF-WAY, OR OTHER PROPERTY THAT HAS BEEN SPECIFICALLY AUTHORIZED BY THE CITY FOR TEMPORARY BUSINESS USE DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY.

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

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2012-20, as amended) is

amended to read:

23-6.2 - Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

- (1) The Santa Fe community convention center and adjacent outdoor spaces under the center's control;

- 1 (2) That area of the Santa Fe regional airport main terminal building and
2 adjacent areas operated as a restaurant;
- 3 (3) The Marty Sanchez links de Santa Fe (golf course);
- 4 (4) Buildings owned by another party located on land owned by the city;
- 5 (5) On land or buildings owned by the city, located within the Santa Fe
6 Railyard, as described in the Railyard Master Plan, for which the city has entered into
7 a lease with another party for six (6) months or more except for the Railyard park, Plaza
8 and Alameda (as defined in the Deed of Conservation Easement dated October 1, 2004)
9 where alcohol is prohibited, unless specifically permitted under subsection 23-
10 6.2 SFCC 1987;
- 11 (6) On land or buildings owned by the city for which the city has entered
12 into a lease with another party for six (6) months or more;
- 13 (7) In or on railroad cars located on railroad tracks except as prohibited by
14 state or federal law; and
- 15 (8) During professional baseball games, the area of Fort Marcy ballpark
16 designated for concessions and seating.
- 17 B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are
18 beer and wine.
- 19 C. The governing body may approve by resolution the sale and consumption of
20 alcohol at all other locations on city property, except within the plaza as defined by
21 subsection 23-5.1(~~R~~S). The resolution specifying the event, date, hours, location, number of
22 expected attendees, type of alcohol to be served, required permits, and insurance shall be
23 adopted at least thirty (30) days in advance of the event. The resolution shall be limited to
24 authorization for a single event, unless otherwise stated in the resolution.
- 25 D. All other applicable approvals required by state or city laws and regulations

1 shall be obtained prior to the sale or consumption of alcoholic beverages on the property
2 described in this subsection 23-6.2.

3 E. As a response to the May 27, 2020, public health order of the New Mexico
4 department of health allowing limited outdoor dining service for qualified restaurants and to
5 enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of
6 alcohol on any city sidewalk, street, right-of-way, or other specified property that has been
7 designated and approved for temporary use by a permitted business may serve alcohol pursuant to
8 the following limitations. Before alcohol may be sold or consumed on the designated and approved
9 city property, a permitted business shall have a valid temporarily modified liquor license issued by
10 the alcoholic beverage control division (“ABC”) of the New Mexico public regulation department.
11 Proof of the temporary liquor license issued by ABC must be produced upon request of a city code
12 enforcement officer, police, or fire official. The sale and consumption of alcoholic beverages on
13 any city property allowed under this subsection shall be subject to the regulations concerning
14 alcoholic beverages contained in SFCC Section 4-2, 1987. Unless extended by ordinance or
15 resolution, any license or permit issued pursuant to this subsection shall expire on October 31,
16 2020.

17 APPROVED AS TO FORM:

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20 _____
21 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2020/Bills/2020-14 Temporary Sale of Alcohol on City Property*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Temporary Sale of Alcohol on City Property

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney's Office, City Clerk's Office, Economic Development Department

Staff Completing FIR: Randy Randall/John Romero Date: 6/11/20 Phone: 955-6209/955-6638

Reviewed by City Attorney: *Eric McCreary* Date: Jun 12, 2020

Reviewed by Finance Director: *Mary McCay* Date: Jun 15, 2020

Summary:

Eligible establishments are being offered the opportunity to expand seating to outdoor areas on City sidewalks, rights-of-way, and in some cases streets that can be closed to help offset the impact of current COVID-19 restrictions on seating capacity. To make this work, the City must support temporary changes to the floor plan of the licensed premises to allow for alcohol service to be extended to the additional outdoor space. The maximum amount of space allowed by the New Mexico Alcoholic Beverage Control Division for a temporary floor plan modification is 25% of the current licensed floor plan.

Departments Affected:

City Clerk's Office, Economic Development Department, Public Works Department, and TOURISM Santa Fe

Consequences of Not Enacting Legislation:

Eligible establishments will not be able to expand their outdoor service area onto City property to accommodate social distancing and other COVID safe practices required by the State and the City.

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

This legislation relates to the New Mexico Alcohol Beverage Control Division's temporary authorization for liquor licensees to expand their outdoor service area to a maximum of 25% of their current licensed floor plan.

Performance and Administrative Implications:

Obstruction permits will be issued by Public Works Department to allow for the use of City property. Approval from the City for the expanded alcohol service will be issued by the City Clerk.

Fiscal Implications:

The obstruction permits issued by the City are available to eligible liquor licensees for \$100. It is unclear at this time how many will apply for the temporary permits, but the City has received expressions of interest from 35 establishments wishing to obtain a permit. An estimated 20 establishments will ultimately apply for and be granted the temporary permits. There will not be a fee assessed for the application of temporary change/expansion of liquor license premises due to COVID-19.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	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/ Professional Services</u>	\$ _____	\$ _____	\$ _____				
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation .

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ 2000	\$ _____	\$ _____	NR	100
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ 2000	\$ _____	\$ _____		

Revenue Narrative:

An estimated 20 temporary permits will be issued at a cost of \$100 per permits equaling a total estimated revenue of \$2000.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 06/17/2020
FOR CITY COUNCIL MEETING OF 06/24/2020

ISSUE:

Consideration of Resolution No. 2020-__ : A Resolution Supporting the Closure of West San Francisco Street and Establishing a Framework for the Closure of Other Streets to Vehicular Traffic for a Certain Period During 2020. (Mayor Webber) (John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638; Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209)

Committee Review:

Public Works and Utilities Committee (scheduled): 6/22/20

City Council (scheduled): 6/24/20

QUALITY OF LIFE COMMITTEE ACTION: Approved with amendments after discussion (removed from consent by Councilors Villarreal, Rivera, and Cassutt-Sanchez)

SPECIAL CONDITIONS OR AMENDMENTS: Legislative Liaison will update Resolution with changes

SEND TO:

City Council, Public Works

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL			X
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2020-__ Temporary Street Closure

SPONSOR(S): Mayor Webber

SUMMARY: The proposed Resolution establishes a framework for the closure of City streets to vehicular traffic. The Resolution establishes certain dates for which streets may be closed, requires at least 75% support from the affected businesses and residents, requires adequate emergency access, shall accommodate accessible parking and deliveries, and, if the streets are in the downtown area, shall be open for designated cruise nights.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: Yes – dependent on number and location of streets

DATE: 6/16/20

ATTACHMENTS: Resolution
FIR

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

**ESTABLISHING A FRAMEWORK FOR THE CLOSURE OF STREETS TO
VEHICULAR TRAFFIC FOR A CERTAIN PERIODS DURING 2020.**

WHEREAS, businesses throughout the City of Santa Fe have felt the economic impact of mandated business closures, followed by limited reopenings, as a result of the COVID -19 pandemic; and

WHEREAS, local businesses and the City government seek creative solutions to allow safe and open options for Santa Fe’s residents and visitors during the unprecedented situation; and

WHEREAS, the Public Health Order issued on June 12, 2020 restricts restaurants to fifty percent (50%) of their normal capacity and restricts retail businesses to twenty-five percent (25%) of capacity;

WHEREAS, if restaurants and businesses are able to expand their capacities safely, that opportunity will improve their abilities to survive the health and economic crises;

WHEREAS, one opportunity for restaurants and other businesses to expand their

1 capacities safely is to occupy portions of City-owned properties, such as publically owned
2 sidewalks, roads, or parking spaces; and

3 **WHEREAS**, the City has identified a mechanism for individual business’s use of
4 portions of public roads, sidewalk, and parking spaces through an obstruction permit;

5 **WHEREAS**, the State has provided the opportunity for restaurants holding an alcohol
6 license to increase their footprints by twenty five percent (25%), under certain circumstances;

7 **WHEREAS**, there is legislation under review by the Governing Body to expand the
8 permissible areas for the sale and consumption of alcohol to include City property; and

9 **WHEREAS**, the City closes certain streets to vehicular traffic annually to improve the
10 pedestrian experience, community building opportunities, and economic development
11 opportunities; in particular, the Governing Body adopted Resolution No. 2014-49—People to the
12 Plaza—to close three of the four streets bordering the Plaza, from Memorial Day through the
13 Monday following the annual Fiesta de Santa Fe; and

14 **WHEREAS**, as a result of the popularity of the People to the Plaza initiative, Resolution
15 No. 2014-49 was amended by Resolution Nos. 2014-75 and 2016-80 to extend the time period of
16 the closure to October 31 or such later date determined by the city manager based upon weather
17 on an annual basis; and

18 **WHEREAS**, the City has compiled creative opportunities to “virtually experience Santa
19 Fe” that allow people to attend cooking classes, take a virtual walkthrough of museums, take
20 flamenco lessons, participate in daily medications, or even listen to a live book reading from a
21 local bookstore; and

22 **WHEREAS**, many members of the Santa Fe business community as well as the public
23 have expressed a desire to provide increased and safer opportunities for pedestrian access
24 throughout the City, such as through additional road closures; and

25 **WHEREAS**, during the pandemic, cities such as Boston, Washington D.C., Minneapolis,

1 Oakland, and Seattle, among others, have temporarily closed streets to vehicular traffic to provide
2 pedestrians and cyclists with increased access while encouraging social distancing; and

3 **WHEREAS**, many of these cities have closed down multiple miles of streets to normal
4 vehicular traffic, with New York City planning on eventually closing down 100 miles of roadway
5 to vehicular traffic; and

6 **WHEREAS**, closing certain streets in Santa Fe until the end of October, 2020, would
7 allow more restaurants and businesses to take advantage of the State and City opportunities to
8 expand their footprints and would allow for greater access to those businesses by non-vehicular
9 traffic.

10 **NOW, THEREFORE, BE IT RESOLVED** that the City shall apply the following
11 framework when evaluating the temporary closure of streets to vehicular traffic:

12 1. Temporary street closures will be established through the issuance of an
13 Obstruction of Streets Permit issued by the City of Santa Fe Public Works Department.

14 2. Temporary street closures may only be implemented between July 1 and October
15 31, unless extended by adoption of a resolution by the Governing Body.

16 3. At least seventy five percent (75%) of the businesses and residents whose
17 primary access is on the proposed street must support the proposed street closure.

18 4. The terms of the closure shall ensure adequate emergency access, verified by the
19 City's Police and Fire Departments.

20 5. The terms of the closure shall accommodate accessible parking, ADA
21 compliance, and adequate access for deliveries before 10:00 a.m. each day.

22 6. In accordance with the provisions of Resolution No. 2014-49, all streets
23 surrounding the Plaza shall be open to vehicular traffic during designated cruise nights

24 **PASSED, APPROVED, and ADOPTED** this _____ day of _____, 2020.
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ATTEST:

ALAN M. WEBBER, MAYOR

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:


(Check) Bill: _____ Resolution: X

Short Title(s): Temporary Street Closure

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works, TOURISM Santa Fe

Staff Completing FIR: John Romero/Randy Randall Date: 6/15/20 Phone: 955-6638/955-6209

Reviewed by City Attorney:  Date: Jun 16, 2020

Reviewed by Finance Director:  Date: Jun 16, 2020

Summary:

The proposed Resolution establishes a framework for the closure of City streets to vehicular traffic. The Resolution establishes certain dates for which streets may be closed, requires at least 75% support from the affected businesses and residents, requires adequate emergency access, shall accommodate accessible parking and deliveries, and, if the streets are in the downtown area, shall be open for designated cruise nights.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

Some businesses, and particularly restaurants, will not have enough of a floor plan to allow them to succeed with the reduced occupancy due to the COVID-19 pandemic and the state restrictions. There is a definite probability of increased business failure without the contemplated street closure.

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

This Resolution relates to Resolutions 2014-49, 2014-75, and 2016 -80 that adopted and amended the People to the Plaza program.

Performance and Administrative Implications:

There will be a need to ensure barricades removed for deliveries are properly replaced to ensure pedestrian safety when vehicular traffic is not permitted.

Fiscal Implications:

With increased retail and restaurant use, GRT will increase. In the downtown area, some parking revenue will be lost from meters that cannot be used. There is also a cost for street closure equipment, signage, and monitoring. Each street situation will be different.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	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/ Professional Services</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
Total:	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

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

Revenue Narrative:









Temporary Street Closure

Final Audit Report

2020-06-17

Created:	2020-06-16
By:	Jesse Guillen (jbgullen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC1JjAVxfDM3e44i2QHXPBmLxygrZRO5

"Temporary Street Closure" History

-  Document created by Jesse Guillen (jbgullen@ci.santa-fe.nm.us)
2020-06-16 - 10:13:05 PM GMT - IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature
2020-06-16 - 10:14:11 PM GMT
-  Restricted visibility Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)
2020-06-16 - 10:25:32 PM GMT - IP address: 76.127.24.35
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)
Signature Date: 2020-06-16 - 10:49:28 PM GMT - Time Source: server- IP address: 76.127.24.35
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-06-16 - 10:49:30 PM GMT
-  Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-06-17 - 4:09:13 AM GMT - IP address: 23.103.200.254
-  Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-06-17 - 4:10:17 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Jesse Guillen (jbgullen@ci.santa-fe.nm.us), jromero1@santafenm.gov, Randy Randall (rrandall@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), and 1 more
2020-06-17 - 4:10:17 AM GMT

City of Santa Fe, New Mexico

MEMO

Date: April 12, 200

To: Public Utilities-Public Works Committee / Finance Committee

From: Bill Huey, Water Division Engineer
Michael R. Moya, T&D Section Manager

Via: Jesse D. Roach, Water Division Director

ITEM AND ISSUE:

Request Approval of Award of Bid 20/14/B for FY2012 City Wide Water Utility Pavement Restoration Contract, CIP #3056 to TLC Plumbing & Utility, Inc. at a compensation not to exceed \$200,000.00 plus NMGRT per Fiscal Year for a total of \$800,000 plus nmgrt for 4 years.

BACKGROUND AND SUMMARY:

On June 9, 2020, the City of Santa Fe opened sealed Bids submitted for the May 25, 2020 Invitation to Bids, CIP Project #3056, Bid # '20/14/B, City Wide Water Utility Pavement Restoration Contract. The City Wide Water Utility Pavement Restoration Contract is a requirements contract with the Water Division issuing work orders as needed for work such as asphalt street replacements, concrete street replacement and emergency street repair. The Contract amount is limited to \$200,000.00 plus NMGRT per year.

The Water Division requests that the Bid from TLC Plumbing & Utility (TLC) be accepted as the winning bid for the FY20/21 fiscal year, as it was found to be the lowest acceptable response.

There was only one (1) company that submitted a bid on the due date, TLC. The bid (before NMGRT) from TLC was \$55,425.00, therefore, the bid from TLC makes them the presumptive winner.

Funding for this contract was budgeted in the FY 20/21 Budget and will be available for this contract by Finance under Line Extensions Mains and Services business unit/fund number 5050386.520200 in the amount of \$200,000.00 plus NMGRT per fiscal year for at total of \$800,000 plus nmgrt.

RECOMMENDATION:

The Water Division requests review and approval of:

- Award of Bid # 20/14/B and Contract to TLC in the amount of \$200,000.00 plus NMGRT per Fiscal Year for a total of \$800,000 plus nmgrt..

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and TLC Plumbing & Utility, Inc., hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform all the work required by the Contract Documents for THE CITY OF SANTA FE PROJECT, CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, and consists of, but is not limited to: furnishing all equipment, labor and materials for the replacement of pavement, concrete curb & gutter concrete sidewalk, concrete valve collars and other incidental work such as adjusting valve collars and traffic control all as required to restore the driving, walking and drainage infrastructure, in accordance with the drawings, specifications, and other Contract Documents. Contractor shall begin work within a week of Work Order or call-out.

B Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

C. Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit “I” attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2021. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2021 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2021.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit I” attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2022. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2022 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2022.**

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2023 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2023 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2023.**

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to Exhibit "I" attached hereto, and the Scope of Work in the amount of two hundred thousand dollars (\$200,000) in FY2024 The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY2024 totaling sixteen thousand eight hundred seventy five dollars (\$16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy five dollars (\$216,875) in FY2024.**

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred thirty-two thousand five hundred sixty-two dollars and fifty cents (\$932,562.50) pursuant to Exhibit "I" attached hereto.

F. Payment in FY2021, FY2022, FY2023, and FY2024 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

G. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees

not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager

or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

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

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

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 Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City:
City of Santa Fe
Water Division
801 W San Mateo
Santa Fe, New Mexico 87504

To the Contractor:
TLC Plumbing & Utility
5000 Edith Blvd, NE
Albuquerque, NM 87107
New Mexico License # 51429

29. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:

TLC Plumbing & Utility, Inc.

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS#02-0226090-000

Registration # 222153

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 16, 2020 13:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050386.520200

Business Unit Line Item

EXHIBIT I – FIXED UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNIT	EST QNTY.	UNIT PRICE	AMOUNT
100020	Asphalt Pavement Removal & Disposal, < 2"	SY	200	5.00	\$ 1,000.00
100025	Asphalt Pavement Removal & Disposal, 2"- 6"	SY	200	35.00	\$ 7,000.00
100030	Concrete Pavement Removal & Disposal, < 2"	SY	10	10.00	\$ 100.00
100035	Concrete Pavement Removal & Disposal, 2"- 6"	SY	10	30.00	\$ 300.00
100040	Concrete Curb and Gutter Removal & Disposal	LF	25	15.00	\$ 375.00
100045	Concrete Sidewalk Removal & Disposal	SY	10	12.00	\$ 120.00
100050	Replace Asphalt Street Pavement w/o Laydown Machine, < 2"	SY	100	15.00	\$ 1,500.00
100052	Replace Asphalt Street Pavement w/o Laydown Machine, 2"- 6"	SY	150	85.00	\$ 12,750.00
100054	Replace Asphalt Street Pavement with Laydown Machine, < 2"	SY	5	25.00	\$ 125.00
100056	Replace Asphalt Street Pavement with Laydown Machine, 2"- 6"	SY	150	70.00	\$ 10,500.00
100058	Replace Asphalt Street Pavement with Temporary Cold Mix, < 2"	SY	50	10.00	\$ 500.00
100060	Replace Asphalt Street Pavement with Temporary Cold Mix, 2"- 6"	SY	5	15.00	\$ 75.00
100070	Replace Concrete Street Pavement, < 2"	SY	25	5.00	\$ 125.00
100072	Replace Concrete Street Pavement, 2"- 6"	SY	10	90.00	\$ 900.00
100075	Replace Concrete Curb & Gutter	LF	5	50.00	\$ 250.00
100080	Replace Concrete Sidewalk	SY	5	60.00	\$ 300.00
100082	Install/Replace Concrete Valve Collar	EA	5	650.00	\$ 3,250.00
100085	Replace Gravel Surface, 0"- 2"	CY	50	10.00	\$ 500.00
100087	Replace Gravel Surface, 2"- 4"	CY	50	10.00	\$ 500.00
100090	Base Course/Gravel (crushed or landscape), < 3"	SY	150	9.00	\$ 1,350.00
100092	Base Course/Gravel (crushed or landscape), 3 - 6"	SY	150	30.00	\$ 4,500.00
100094	Blade, Shape and Compact non-Asphalt Road	SY	200	5.00	\$ 1,000.00
100095	Hot-Poured Crack Sealing	LB	100	3.00	\$ 300.00
100097	Slurry Seal	SY	750	5.00	\$ 3,750.00
100100	Materials Mark-Up Over Invoice	%	\$2,500	20	\$ 500.00
100105	Traffic Control Mark-Up Over Invoice	%	\$1,500	20	\$ 300.00
100110	Street-Cut Permits	%	\$150	20	\$ 30.00
100115	Project Signs	EA	2	200.00	\$ 400.00
100120	Materials Testing	%	\$250	20	\$ 50.00
100125	Cold Milling, Class 1, 2"- 6"	SY	1	5.00	\$ 5.00
100130	Cold Milling, Class 2, 2"- 6"	SY	1	5.00	\$ 5.00
100135	Cold Milling, Class 3, 2"- 6"	SY	1	5.00	\$ 5.00
100140	Cold Milling, Class 4, 2"- 6"	SY	750	4.00	\$ 3,000.00
100145	Cold Milling, Class 5, 2"- 6"	SY	1	5.00	\$ 5.00
100150	Milling Concrete Curb	LF	5	5.00	\$ 25.00
100155	Milling Concrete for Inlays	EA	1	5.00	\$ 5.00
100160	Concrete Surface Milling, 2"- 6"	SY	5	5.00	\$ 25.00

Total: \$ 55,425.00






2020 06 16 TLC CW Pavement Final

Final Audit Report

2020-06-16

Created:	2020-06-16
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyJsPXTIsvjEBM63BRnri9J8z7hxD6DBu

"2020 06 16 TLC CW Pavement Final" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-16 - 7:02:17 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-16 - 7:02:50 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-16 - 7:08:21 PM GMT- IP address: 67.0.219.65
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-16 - 7:08:32 PM GMT - Time Source: server- IP address: 67.0.219.65
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-16 - 7:08:32 PM GMT



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor TLC Plumbing & Utility Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$800,000.00

Termination Date: June 30, 2024

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: City Wide On Call Pavement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 800,000.00 of original Contract# pending Termination Date: 6/30/2024

Reason: City Wide On Call Pavement \$200,000 per FY 4 years

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$800,000.00



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# ITB 20/14/B Date: June 9, 2020

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** 4 years
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water **BU/Line Item:** 5050386.520200

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4. _____

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:		Department Name:	
Division Name:		Division Name:	

Financial Information

Amount Requested:		Munis Fund Number:	
Vendor Name:		Munis Org Number:	
Approved by Director?		Munis Object Code:	

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: TLC Plumbing & Utility

Procurement Title: City-Wide Water Utility Pavement Restoration Contract

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting PUD Staff Name Bill Huey

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Bill Huey, Water Division, Engineer June 16, 2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: March 10, 2020

Expiration Date: December 31, 2020

CRS Number: 02226090000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
Plumbing

Fees Paid: \$10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



TLCPLUM-01

MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2019

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME: Becky Moya PHONE (A/C, No, Ext): (505) 262-9405 FAX (A/C, No): E-MAIL ADDRESS: Becky.Moya@hubinternational.com														
INSURED TLC Company Inc dba TLC Plumbing and Utility 5000 Edith Blvd NE Albuquerque, NM 87107	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B : Westfield National Insurance Company</td> <td>24120</td> </tr> <tr> <td>INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westfield Insurance Company	24112	INSURER B : Westfield National Insurance Company	24120	INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: BI/PD Ded \$5,000	X	X	CMM 1466277	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CMM 1466277	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC008469	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			CMM 1466277	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> Builders Risk \$ 10,000,000

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

When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

RE: CRWTP Raw Water Supply Pipeline Construction RFB #19/18/B

CERTIFICATE HOLDER

CANCELLATION

Public Utilities Department
 City of Santa Fe
 801 W San Mateo
 Santa Fe, NM 87504-0000

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

Becky Moya

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
B. Liquor Liability Coverage Extension
C. Non-Owned Watercraft
D. Non-Owned Aircraft
E. Damage To Property - Borrowed Equipment
F. Damage To Premises Rented To You
G. Personal And Advertising Injury
H. Supplementary Payments
I. Additional Insureds - Automatic Status
J. Who Is An Insured Broadened
K. Knowledge and Notice of Occurrence
L. Other Insurance Condition Amended
M. Unintentional Failure To Disclose Hazards
N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status
O. Liberalization
P. Definitions

A. EXPECTED OR INTENDED INJURY

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE EXCLUSION a. is replaced with the following:

- a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

G. PERSONAL AND ADVERTISING INJURY

Under SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2, Exclusions a. Contractual Liability is deleted.

Under SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2, Exclusions:

- g. Discrimination Relating To Room, Dwelling or Premises
h. Fines or Penalties

H. SUPPLEMENTARY PAYMENTS

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION 1 - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Item 1.d. is replaced with the following:

- d. All reasonable expense incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (other than additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement, however the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivision

A state or governmental agency or subdivision or political subdivision has leased a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has leased a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;
(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hot air openings, sidewalk vaults, street lamps, or decorations and similar exposures; or
(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2, Exclusions g. Liquor Liability is deleted.

C. NON-OWNED WATERCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2, Exclusions g.(2) is replaced with the following:

- (a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2, Exclusions g. Aircraft, Auto or Watercraft, the following is added:

- (f) An aircraft you do not own provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
(b) It is rented with a trained, paid crew; and
(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2, Exclusions j. is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (5), (6), (8), (9) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2, Exclusions, the last paragraph of Item 2, Exclusions is replaced with the following:

Exclusion c. through h. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgage, Assignee or Receiver

A mortgage, assignee or receiver but only with respect to their liability as mortgage, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the Insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment in use expires; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over: Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED the following is added to Item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under SECTION II - WHO IS AN INSURED, 2.a.(1)(d) is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under SECTION II - WHO IS AN INSURED the following is added:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED, 3.a. is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you require or form the organization whichever is earlier.

Under SECTION II - WHO IS AN INSURED the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. **Duty in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- a. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.

f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4 of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, orders, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services (including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under SECTION V - DEFINITIONS, item 14, the following is added to the definition of "Personal and Advertising Injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager" (if you are a limited liability company) of the insured;
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

a. **Primary Insurance**
This insurance is primary and non-contributory except when b. below applies.

b. **Excess Insurance**
This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, autos, or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A.
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defense, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurances would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. **Representation**, the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rates which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under SECTION V - DEFINITIONS, Item 3. is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury."

Under SECTION V - DEFINITIONS, Item 9. is deleted and replaced with the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while occupied by you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;

POLICY NUMBER: 1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf.

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repair) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section II - Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations

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

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
- The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies Insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, Item c., is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTO COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
- Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
- Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Coverage Extensions**
- Transportation Expenses
 - Personal Effects (Excess Basis)
- D. Additional Coverages**
- Expenses paid for returning a stolen covered auto
 - File Department Service Charge
- E. Airing Coverage - Accidental Discharge**
- F. Knowledge and Notice of an Accident, Claim or Suit**
- G. Unintentional Failure To Disclose Hazards**
- H. Worldwide Coverage**
- I. Definitions**
- Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Auto, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 80
- Auto Loan/Lesse Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 86 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 80 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item A. Coverage 1, Who Is An Insured is amended to include the following additional paragraph:

- d. Any legally incorporated subsidiary of yours in which you own more than**

50% of the voting stock on the effective date of this endorsement.

However, "insurer" does not include any subsidiary that is an "insurer" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

6. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the expiration of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquire or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance, such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item A, Coverage, 2, Coverage Extensions, a, Supplementary Payments, subparagraphs (3) and (4) are deleted and replaced with the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$800 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A, Coverage, 4, Coverage Extensions, a, Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,000 for transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4, Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B, Exclusions, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.
Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A, Loss Conditions is amended as follows:

Subparagraph a. under Item 2, Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership; or
(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2, Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B, General Conditions, 2, Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B, General Conditions, 7, Policy Period, Coverage Territory, subparagraph (5)** is deleted and replaced with the following:

(5) Anywhere in the world; it:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.

(c) If for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item C, is replaced by the following:**

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Automatic Status when required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Endorsement

Policy No.: EWC008469
Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Monna L. Esvaldi

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.


©SI-364-NFC: (8-13)


City of Santa Fe, New Mexico

memo

Date: April 2, 2020

To: Public Works/Public Utilities Committee / Finance Committee

From: Bill Huey, Water Division Engineer 

Via: Jesse D. Roach, Water Division Director 

RE: Request to award contract to Bosque Natural Company in response to Request for Proposal # '20/18/P for On-Call Services for Dam Vegetation Management.

ITEM AND ISSUE:

The Water Division requests award of proposal number '20/18/P for On-Site Dam Vegetation Management to Bosque Natural Company for a not to exceed cost of \$240,000.00 exclusive of NMGR T along with a BAR for \$260,250.00. This project is listed in the Public Utilities Department CIP and funded from Water Division rate-based cash balance.

BACKGROUND AND SUMMARY:

The Water Division has an on-going need for Vegetation Management on and around Nichols and McClure dam sites.

The contract period is for four fiscal years. The proposals for this project were opened on March 10, 2020 and were subsequently evaluated for completeness and accuracy. The proposals were used to select the Presumptive Winner only, and do not affect the actual contract amount. The low bid in the amount of \$44,561.48 plus NMGR T was submitted by Bosque Natural Company. A summary of the bids is provided below:

Bidders	Total Bid without NMGR T
Bosque Natural Company	\$44,561.48

FUNDING:

Funds for this work will be available in Business Unit, Line Item 5050395.572970 in the amount of \$240,000.00 excluding NMGR T after approval of a BAR for \$260,250.00 inclusive of tax.

RECOMMENDATION:

The Water Division recommends:

- Review and approval of BAR for \$260,250.00 and award of contract to Bosque Natural Company for \$240,000.00 exclusive of NMGRt under RFP No. '20/18/B.
- Forwarding and recommendation of approval contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Bosque Natural Company**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Dam Vegetation Management Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

- 1) Woody Plant Removal/Management services at both dam sites. The Contractor shall be called upon to remove all woody vegetation occurring on the dams of both Nichol's and McClure dams, following the guidelines of OSE-DSB for dam maintenance.
- 2) Grass/Non-Woody Plant Maintenance. The Contractor may be called upon to mow, weed or otherwise care for the non-woody vegetation upon both dams.
- 3) Grass/Non-Woody Plant Fertilization/Seeding. The Contractor may be called upon to fertilize and/or seed the non-woody vegetation upon both dams.
- 4) Other tasks as assigned.

These are the key tasks required to maintain the dam slopes as outlined in the OSE-DSB and City dam vegetation management requirements.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on hourly rates as outlined in Exhibit "A" attached hereto, such compensation not to exceed two hundred forty thousand dollars (\$240,000), excluding gross receipts tax. Payment shall be made as follows:

- Fiscal Year 2020/2021, sixty thousand dollars (\$60,000) excluding gross receipts taxes.
- Fiscal Year 2021/2022, sixty thousand dollars (\$60,000) excluding gross receipts taxes.
- Fiscal Year 2022/2023, sixty thousand dollars (\$60,000) excluding gross receipts taxes.
- Fiscal Year 2023/2024, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty thousand two hundred fifty dollars (\$20,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixty thousand two hundred fifty dollars (\$260,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**
A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall

submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under

this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses

of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Stan Moolenijzer
Bosque Natural Company
2889 Industrial Road
Santa Fe, NM 87507

27. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

CONTRACTOR:
Bosque Natural Company

NAME AND TITLE

DATE: _____

CRS#
Registration # 20-00043656



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Bohannan Huston Inc

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$27,623.55

Termination Date: December 31, 2019

Approved by Council Date: February 27, 2019

or by City Manager Date: _____

Contract is for: Master Meter

Amendment # 1 to the Original Contract# 19-0119

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: June 30, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: extend term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 27,623.55 of original Contract# pending Termination Date: 6/30/2020
Reason: Original Contract

Amount \$ 0.00 amendment # 1 Termination Date: 6/30/2021
Reason: _____

Amount _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$26,623.55



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other CES Agreement _____

6 **Procurement History:** One year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** CIP Fund **BU/Line Item:** 5050395.510320

Alexis Lotero
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # # _____

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.






Comments:

Signature:
Fran Dunaway, CPO (Apr 27, 2020)

Email: fadunaway@santafenm.gov

Created:	2020-04-27
By:	Alexis Lotero (aclotero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMBUdM7SrGsL9gqpNgdq2YF9W553zWr8m

"BHI SOC" History

-  Document created by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-04-27 - 5:50:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway, CPO (fadunaway@santafanm.gov) for signature
2020-04-27 - 5:50:33 PM GMT
-  Email viewed by Fran Dunaway, CPO (fadunaway@santafenm.gov)
2020-04-27 - 6:00:00 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Fran Dunaway, CPO (fadunaway@santafenm.gov)
Signature Date: 2020-04-27 - 6:01:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Alexis Lotero (aclotero@ci.santa-fe.nm.us) and Fran Dunaway, CPO (fadunaway@santafenm.gov)
2020-04-27 - 6:01:18 PM GMT



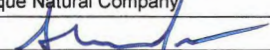
City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Water	Department Name:	Source of Supply
Division Name:	Public Utilities Division	Division Name:	

Financial Information

Amount Requested:	\$260,250.00	Munis Fund Number:	505
Vendor Name:	Bosque Natural Company	Munis Org Number:	5050395
Approved by Director?	yes 	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

Contractor to provide on-going Vegetation Management Services on and around the dams on Nichols and McClure reservoirs. Bid cost was less than the Water Division has had to spend to do this work in the past.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This work (Vegetation Management) is required of the City by the New Mexico State Engineer, Dam Safety Bureau

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Procurement Office Signature	Budget Office Signature	Finance Director Signature



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Bosque Natural Company

Procurement Title: On-Call Services for Dam Vegetation Management, RFP 0/18/P

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Water Staff Name Bill Huey

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Bill Huey, Engineer, 3/31/2020

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

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

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

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 3/31/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WIP Construction	5050375	572970		260,250		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 260,250	\$ -	

Budget Increase from Cash Balance in CIP WIP Construction for award of BID 20/18/P

Bosque Natural Co Contract

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
505	(260,250)
TOTAL:	(260,250)

Maya Martinez <small>Prepared By {print name}</small>	3/31/2020 <small>Date</small>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL <small>City Council</small> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> <small>Approval Date</small> <small>Agenda Item #:</small> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>	Andy Hopkins <small>Digitally signed by Andy Hopkins Date: 2020.04.01 18:36:14 -06'00'</small> Budget Officer <small>Date</small> N/A Finance Director {≤ \$5,000} <small>Date</small> N/A City Manager {≤ \$60,000} <small>Date</small>
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director Date
 Department Director Signature	4/1/2020 <small>Date</small>	City Council Approval Date	Finance Director Date



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BOSQUE NATURAL
DBA: BOSQUE NATURAL

Business Location: 2889 INDUSTRIAL RD
SANTA FE , NM 87507

Owner: THOMAS HOUSE

License Number: 43656

Issued Date: March 07, 2020

Expiration Date: December 31, 2020

CRS Number: 02421361006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

BOSQUE NATURAL
2889 INDUSTRIAL RD
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ACORD CERTIFICATE OF LIABILITY INSURANCE

04/20/2020
03/08/2020

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

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

PRODUCER RIO GRANDE INS/SANTA FE BLDG A STE A 1231 S ST FRANCIS DR SANTA FE, NM 87505 Phone: 505-864-8218 Fax: 505-864-8238	CONTRACT NAME - SCHEDULE _____	
	INSURED BOSQUE NATURAL CO INC 2589 INDUSTRIAL RD SANTA FE NM 87607	INSURER(S) AFFORDING COVERAGE INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____

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.

TYPE	TYPE OF INSURANCE	ADD WBS	DATE WBO	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 type="checkbox"/> OCCUR (Ea-Pla-Occur) Liability and Medical Payments SELF INSURANCE RETENTION LIMIT APPLIED FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-AGENT <input type="checkbox"/> NAIC <input type="checkbox"/> OTHER			291498	01/22/2020	01/22/2021	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED OR PREOWNED (EA-Occur): \$ 100,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: UNLIMTD GENERAL AGGREGATE: \$ 5,000,000 PRODUCTS - COMMER AGG: \$ 2,000,000 _____ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AMP AUTO OWNED AUTO ONLY <input checked="" type="checkbox"/> HIRE/LEASED ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO ONLY UMBRELLA LIAB: <input type="checkbox"/> OCCUR EXCESS LIAB: <input type="checkbox"/> CLAIMS-MADE SED: _____ RETENTION: \$ _____			291498	01/22/2020	01/22/2021	COMBINED SINGLE LIMIT (EA-OWNED): \$ 100,000 MED EXP (Any one person): \$ _____ MED EXP (Any one person): \$ _____ PROPERTY DAMAGE (Per person): \$ _____ _____ _____ _____ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/EMPLOYEE/EMPLOYER OFFICER/MEMBER EXCLUDED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If yes - describe under DESCRIPTION OF OPERATIONS/VEHICLES						E.L. DISEASE - EA EMPLOYEE: \$ _____ E.L. DISEASE - POLICY LIMIT: \$ _____ _____ _____

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

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

Signature: 
Bill Huey (Jun 15, 2020 15:06 MDT)
Email: bchuey@santafenm.gov

Signature: 
Shannon Jones (Jun 15, 2020 16:06 MDT)
Email: swjones@santafenm.gov

Signature: 
Email: jdroach@santafenm.gov












Bosque PUC packet docs

Final Audit Report

2020-06-15

Created:	2020-06-15
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA10OGM6SvKObwc4mZzzBO35EhYO-QN4Kp

"Bosque PUC packet docs" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-06-15 - 8:41:29 PM GMT- IP address: 63.232.20.2
-  Document emailed to Bill Huey (bchuey@santafenm.gov) for signature
2020-06-15 - 8:57:34 PM GMT
-  Email viewed by Bill Huey (bchuey@santafenm.gov)
2020-06-15 - 8:58:46 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Bill Huey (bchuey@santafenm.gov)
Signature Date: 2020-06-15 - 9:06:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-06-15 - 9:07:02 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-06-15 - 10:05:45 PM GMT- IP address: 174.28.237.108
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-06-15 - 10:06:45 PM GMT - Time Source: server- IP address: 174.28.237.108
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-06-15 - 10:06:49 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-06-15 - 10:23:50 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-06-15 - 10:25:13 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Bill Huey (bchuey@santafenm.gov), Shannon Jones (swjones@santafenm.gov), Maya Martinez (mfmartinez@ci.santa-fe.nm.us), and Jesse Roach (jdroach@santafenm.gov)
2020-06-15 - 10:25:13 PM GMT

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Bosque Natural Company**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform On-Call Dam Vegetation Management Services for the City as follows and as described in Exhibit "A" attached hereto and incorporated herein:

- 1) Woody Plant Removal/Management services at both dam sites. The Contractor shall be called upon to remove all woody vegetation occurring on the dams of both Nichol's and McClure dams, following the guidelines of OSE-DSB for dam maintenance.
- 2) Grass/Non-Woody Plant Maintenance. The Contractor may be called upon to mow, weed or otherwise care for the non-woody vegetation upon both dams.
- 3) Grass/Non-Woody Plant Fertilization/Seeding. The Contractor may be called upon to fertilize and/or seed the non-woody vegetation upon both dams.
- 4) Other tasks as assigned.

These are the key tasks required to maintain the dam slopes as outlined in the OSE-DSB and City dam vegetation management requirements.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on hourly rates as outlined in Exhibit "A" attached hereto, such compensation not to exceed two hundred forty thousand dollars (\$240,000), excluding gross receipts tax. Payment shall be made as follows:

Fiscal Year 2020/2021, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2021/2022, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2022/2023, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

Fiscal Year 2023/2024, sixty thousand dollars (\$60,000) excluding gross receipts taxes.

The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty thousand two hundred fifty dollars (\$20,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixty thousand two hundred fifty dollars (\$260,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall

submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under

this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. **Other Insurance**

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

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

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

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

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

21. **Records and Financial Audit.**

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

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses

of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Stan Moolenijzer
Bosque Natural Company
2889 Industrial Road
Santa Fe, NM 87507

27. **Authority.**

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

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

CITY OF SANTA FE:

CONTRACTOR:
Bosque Natural Company

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____
CRS#
Registration # 20-00043656

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

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

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

DEPARTMENT / DIVISION NAME PUD/Water/CIP					DATE 3/31/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
WIP Construction	5050375	572970		260,250		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 260,250	\$ -	

Budget Increase from Cash Balance in CIP WIP Construction for award of BID 20/18/P

Bosque Natural Co Contract

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
505	(260,250)
TOTAL:	(260,250)

Maya Martinez <small>Prepared By {print name}</small>	3/31/2020 <small>Date</small>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL <small>City Council</small> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div> <small>Approval Date</small> <small>Agenda Item #:</small> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>	Andy Hopkins <small>Digitally signed by Andy Hopkins Date: 2020.04.01 18:36:14 -06'00'</small> Budget Officer <small>Date</small> N/A Finance Director {≤ \$5,000} <small>Date</small> N/A City Manager {≤ \$60,000} <small>Date</small>
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director Date
Department Director Signature	4/1/2020 <small>Date</small>	City Council Approval Date	Finance Director Date



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Bohannan Huston Inc

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$27,623.55

Termination Date: December 31, 2019

Approved by Council Date: February 27, 2019

or by City Manager Date: _____

Contract is for: Master Meter

Amendment # 1 to the Original Contract# 19-0119

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: June 30, 2021

Approved by Council Pending

or by City Manager Date: _____

Amendment is for: extend term

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 27,623.55 of original Contract# pending Termination Date: 6/30/2020
Reason: Original Contract

Amount \$ 0.00 amendment # 1 Termination Date: 6/30/2021
Reason: _____

Amount _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ \$26,623.55



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other CES Agreement _____

6 **Procurement History:** One year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** CIP Fund **BU/Line Item:** 5050395.510320

Alexis Lotero

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # # _____

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.






Comments:

Signature:
Fran Dunaway, CPO (Apr 27, 2020)

Email: fadunaway@santafenm.gov

Created:	2020-04-27
By:	Alexis Lotero (aclotero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMBUdM7SrGsL9gqpNgdq2YF9W553zWr8m

"BHI SOC" History

-  Document created by Alexis Lotero (aclotero@ci.santa-fe.nm.us)
2020-04-27 - 5:50:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway, CPO (fadunaway@santafanm.gov) for signature
2020-04-27 - 5:50:33 PM GMT
-  Email viewed by Fran Dunaway, CPO (fadunaway@santafenm.gov)
2020-04-27 - 6:00:00 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Fran Dunaway, CPO (fadunaway@santafenm.gov)
Signature Date: 2020-04-27 - 6:01:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Alexis Lotero (aclotero@ci.santa-fe.nm.us) and Fran Dunaway, CPO (fadunaway@santafenm.gov)
2020-04-27 - 6:01:18 PM GMT



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _____

Procurement Title: _____

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting _____ Staff Name _____

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input type="checkbox"/> | FIR |
| <input type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Department Rep Printed Name (attesting that all information included) _____ Title _____ Date _____

Purchasing Officer (attesting that all information is reviewed) _____ Title _____ Date _____

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

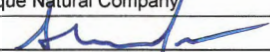
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	Water	Department Name:	Source of Supply
Division Name:	Public Utilities Division	Division Name:	

Financial Information

Amount Requested:	\$260,250.00	Munis Fund Number:	505
Vendor Name:	Bosque Natural Company	Munis Org Number:	5050395
Approved by Director?	yes 	Munis Object Code:	572970

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

Contractor to provide on-going Vegetation Management Services on and around the dams on Nichols and McClure reservoirs. Bid cost was less than the Water Division has had to spend to do this work in the past.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This work (Vegetation Management) is required of the City by the New Mexico State Engineer, Dam Safety Bureau

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

Procurement Office Signature	Budget Office Signature	Finance Director Signature

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Bosque Natural Company

Procurement Title: RFP # 20/18/P – On-Call Services for Dam Vegetation Management

Solicitation RFP#: 20/18/P

Department Requesting/Staff Member Water Division/Bill Huey

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Bill Huey, Engineer
 Department Rep Printed Name and Title

Bill Huey (to serve as my signature)
 Department Rep Signature attesting that all information included

 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

*

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractor Disclosures & Conflicts of Interest
Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractor –Conflicts of Interest
Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subcontractor Disclosures
Disclosures & Conflicts of Interest form of Subcontractor(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Subcontractor –Conflicts of Interest
Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation from protester filed with the Purchasing Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Department to Purchasing Office Providing response to protest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Purchasing Officer to protester and Department on final outcome
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original proposal (s) with no redactions

Bill Huey, Engineer
Department Rep Printed Name and Title

Bill Huey (to serve as my signature)
Department Rep Signature attesting that all information included

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE/MD/YR(TTY)
03/09/2020

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

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

PRODUCER RIO GRANDE INS/SANTA FE BLDG A STE A 1231 S ST FRANCIS DR SANTA FE, NM 87605 Phone: 505-954-3216 Fax: 505-954-8238	CONTACT NAME: SAR LEVI
	PHONE (AC, HO, EXT) _____ FAX (AC, HO) _____ EMAIL: ADDRESS: RANW@RIOGRANDEINS.COM
INSURED BOSQUE NATURAL CO INC 2989 INDUSTRIAL RD SANTA FE NM 87507	INSURER(S) AFFORDING COVERAGE INSURED A: Swire, A Mutual Insurance Company
	INSURED B:
	INSURED C:
	INSURED D:
	INSURED E:
	INSURED F:

COVERAGES _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

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

FORM	TYPE OF INSURANCE	ADD	SUBS	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LYR		INSD	WRD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <small>OWNERS/MAINTENANCE</small> <input type="checkbox"/> <small>OC/CR</small> <input type="checkbox"/> <small>BUSINESS BUSINESS (MONEY AND FINANCIAL)</small> <input type="checkbox"/> <small>COMMER</small> <input type="checkbox"/> <small>GEN'L AGGREGATE LIMIT APPLIES PER</small> <input type="checkbox"/> <small>PERIOD</small> <input type="checkbox"/> <small>PER</small> <input type="checkbox"/> <small>ACCIDENT</small> <input type="checkbox"/> <small>LOSS</small> <input type="checkbox"/> <small>OTHER:</small>			291498	01/22/2020	01/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (ANY ONE PERSON) \$ 5,000 PERSONAL & ADV INJURY Insured ANNUAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITY \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> <small>ANY AUTO OWNED AUTOS ONLY</small> <input type="checkbox"/> <small>SCHEDULED AUTOS</small> <input checked="" type="checkbox"/> <small>HIRED AUTOS ONLY</small> <input checked="" type="checkbox"/> <small>NONOWNED AUTOS ONLY</small> <input type="checkbox"/> <small>UMBRELLA LIAB</small> <input type="checkbox"/> <small>OC/CR</small> <input type="checkbox"/> <small>EXCESS LIAB</small> <input type="checkbox"/> <small>CLAIMS-MADE</small> <input type="checkbox"/> <small>DED</small> <input type="checkbox"/> <small>RETENTION \$</small>			291498	01/22/2020	01/22/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 100,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER MEMBER) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AUTOMOBILE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>(1) per state statute (2) DESIGNATION OF OPERATING STATE</small>						PER STATUS OTHER \$1 EACH ACCIDENT \$ \$1 DISEASE - EA EMPLOYEE \$ \$1 DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES

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

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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: BOSQUE NATURAL
DBA: BOSQUE NATURAL

Business Location: 2889 INDUSTRIAL RD
SANTA FE , NM 87507

Owner: THOMAS HOUSE

License Number: 43656

Issued Date: March 07, 2020

Expiration Date: December 31, 2020

CRS Number: 02421361006

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

BOSQUE NATURAL
2889 INDUSTRIAL RD
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.



TO BE POSTED IN A CONSPICUOUS PLACE


City of Santa Fe, New Mexico

MEMO

Date: June 15, 2020

To: Public Works/Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Director 
Jesse Roach, PhD, PE, Water Division Director 
Shannon Jones (Jun 16, 2020 08:16 MDT)

From: Lee R. Gagnon, Water Division Engineer Associate  LRG

RE: Request to Re-budget Professional Services Agreement #19-0074 with FCS Group related to Asset Management Plan, CIP #3055 to FY 20/21

ITEM AND ISSUE

Request to re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021. The project Munis number is #3200480. Contract duration is requested to be extended 365 days to expire June 30, 2021.

BACKGROUND AND SUMMARY

The City entered into a Professional Services Agreement contract for Asset Management Plan in January 2019. The contract expires on June 30, 2020. Approximately 85% of the scheduled tasks have been completed this fiscal year; 80% of the encumbered budget has been invoiced to date. The asset management plan report has been received; the remaining work is associated with implementation, software analysis, and change management to shift the Water Division's operation to a more proactive approach to asset management. Unexpected project delays occurred due to COVID-19 travel restrictions, as well as a shift in the contractor's hierarchy. The workload/personnel hours and costs for the contractor will remain unchanged.

FUNDING

Funding is available under Organization/Object #5050395.510300, Munis #3200480. This project is listed in the Public Utilities Department CIP. The existing PO #22001181 that funds this contract reflects \$210,709.73 inclusive of NMGRT. The remaining budget requested to be carried forward is estimated to be \$53,768.20 inclusive of NMGRT.

ACTION REQUESTED

The Water Division recommends:

- Re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021.
- Extend contract duration date by 365-days to expire on June 30, 2021.









Memo - To Comms - Request to Rebudget FCS for AMP

Final Audit Report

2020-06-16

Created:	2020-06-15
By:	Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2_7R4nlqiJH3Gb-S5PYIWRSm77mJ1t

"Memo - To Comms - Request to Rebudget FCS for AMP" History

-  Document created by Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-06-15 - 10:34:44 PM GMT - IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-06-15 - 10:36:42 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-06-15 - 11:05:18 PM GMT - IP address: 23.103.200.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-06-15 - 11:06:09 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-06-15 - 11:06:10 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-06-16 - 2:15:52 PM GMT - IP address: 23.103.201.254
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-06-16 - 2:16:01 PM GMT - Time Source: server - IP address: 63.232.20.2
-  Signed document emailed to Jesse Roach (jdroach@santafenm.gov), Shannon Jones (swjones@santafenm.gov) and Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-06-16 - 2:18:01 PM GMT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0074**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and FCS Group, Inc.. The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide financial services to the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR: Financial Consulting Solutions Group, Inc.

ALAN WEBBER, MAYOR

NAME & TITLE

Date: _____

Date: _____

CRS#03-420605-00-1
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 15, 2020 15:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050395.510300
Business Unit/Line Item






2020 06 15 Amenfment#1 FCS amp

Final Audit Report

2020-06-15

Created:	2020-06-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3iQa8SwO6JVZGZ2rwnkq73SSeLj5F7BOD

"2020 06 15 Amenfment#1 FCS amp" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-15 - 9:32:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-15 - 9:32:54 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-15 - 9:34:15 PM GMT- IP address: 67.0.215.15
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-15 - 9:34:28 PM GMT - Time Source: server- IP address: 67.0.215.15
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-15 - 9:34:28 PM GMT



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor FCS Group

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$285,035.75

Termination Date: June 30, 2020

Approved by Council Date: 19-0074

or by City Manager Date: _____

Contract is for: AMP Contract

Amendment # 1 to the Original Contract# 19-0074

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: June 30, 2021

Approved by Council _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 285,035.75 of original Contract# _____ Termination Date: 6/30/2020

Reason: AMP

Amount \$ 0.00 amendment # 1 Termination Date: 6/30/2021

Reason: Extend Term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$285,035.75



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/13/P Date: _____

RFQ # _____ Date: _____

Sole Source # _____ Date: _____

Other _____

6 **Procurement History:** 2 yr
example: (First year of 4 year contract)


Fran Dunaway, CPO (May 19, 2020 11:38 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP **BU/Line Item:** 5050395.510300

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. (FCS GROUP)

Procurement Title: ENGINEERING SERVICES FOR CITY OF SANTA FE WATER DIV. ASSET MANAGEMENT PLAN, CIP # 3055

Solicitation RFP#: '19/13/P

Department Requesting/Staff Member: PUBLIC UTILITIES DEPT/WATER DIVISION/LEE R. GAGNON

Procurement Requirements:

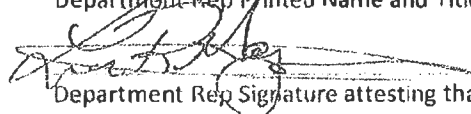
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

LEE R. GAGNON - ENGINEER ASSOCIATE

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Frank Dunaway, CPO (May 19, 2020 11:38 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contract Award Notice |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)*

YES

N/A

- Documentation from protester filed with the Purchasing Office
- Letter from Department to Purchasing Office Providing response to protest
- Letter from Purchasing Officer to protester and Department on final outcome
- Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

Original proposal (s) with no redactions

LEE R. GAGNON, ENGINEER ASSOCIATE

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0074**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 30, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and FCS Group, Inc.. The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide financial services to the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR: Financial Consulting Solutions Group, Inc.

JAREL LAPAN HILL, CITY MANAGER

NAME & TITLE

Date: _____

Date: _____

CRS#03-420605-00-1

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.510300
Business Unit/Line Item

City of Santa Fe, New Mexico

MEMO

Date: April 21, 2020

To: Jarel Lapan Hill, City Manager

Via: Shannon Jones, Public Utilities Director ^{SJ}
Jesse Roach, PhD, PE, Water Division Director ^{5/1 (Apr 22, 2020)} JR

From: Lee R. Gagnon, Water Division Engineer Associate LRG

RE: Request to Re-budget Professional Services Agreement #19-0074 with FCS Group related to Asset Management Plan, CIP #3055 to FY 20/21

ITEM AND ISSUE

Request to re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021. The project Munis number is #3200480. Contract duration is requested to be extended 365 days to expire June 30, 2021.

BACKGROUND AND SUMMARY

The City entered into a Professional Services Agreement contract for Asset Management Plan in January 2019. The contract expires on June 30, 2020. Approximately 85% of the scheduled tasks have been completed this fiscal year; 80% of the encumbered budget has been invoiced to date. The asset management plan report has been received; the remaining work is associated with implementation, software analysis, and change management to shift the Water Division's operation to a more proactive approach to asset management. Unexpected project delays occurred due to COVID-19 travel restrictions, as well as a shift in the contractor's hierarchy. The workload/personnel hours and costs for the contractor will remain unchanged.

FUNDING

Funding is available under Organization/Object #5050395.510300, Munis #3200480. This project is listed in the Public Utilities Department CIP. The existing PO #22001181 that funds this contract reflects \$210,709.73 inclusive of NMGRT.

ACTION REQUESTED

The Water Division recommends:

- Re-budget all encumbered, unexpended funds for Professional Services Agreement #19-0074 with Financial Consulting Solutions (FCS) Group related to Water Division's Asset Management Plan, CIP #3055 to Fiscal Year 2020/2021.
- Extend contract duration date by 365-days to expire on June 30, 2021.









Memo - To CM - Request to Rebudget FCS for AMP

Final Audit Report

2020-04-22

Created:	2020-04-22
By:	Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsKD9oTU6x6xjUO3If3zvmAuCcbJ8dzf

"Memo - To CM - Request to Rebudget FCS for AMP" History

-  Document created by Lee Gagnon (lrgagnon@ci.santa-fe.nm.us)
2020-04-22 - 3:12:41 PM GMT - IP address: 63.232.20.2
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-04-22 - 3:13:42 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-04-22 - 8:22:58 PM GMT - IP address: 63.232.20.2
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-04-22 - 8:24:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to S J (swjones@santafenm.gov) for signature
2020-04-22 - 8:24:58 PM GMT
-  Email viewed by S J (swjones@santafenm.gov)
2020-04-22 - 9:19:48 PM GMT - IP address: 63.232.20.2
-  Document e-signed by S J (swjones@santafenm.gov)
Signature Date: 2020-04-22 - 9:20:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to S J (swjones@santafenm.gov), Lee Gagnon (lrgagnon@ci.santa-fe.nm.us) and Jesse Roach (jdroach@santafenm.gov)
2020-04-22 - 9:20:26 PM GMT

City of Santa Fe


FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)



General Information

Department Name:	PUBLIC UTILITIES	Department Name:	
Division Name:	WATER	Division Name:	

Financial Information

Amount Requested:	N/A (term extension only)	Munis Fund Number:	505
Vendor Name:	FCS GROUP	Munis Org Number:	5050395
Approved by Director?		Munis Object Code:	510300

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

This is a one-time term-only extension of the existing contract, due to delays caused by COVID-19 restrictions.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

This will help to create an Asset Management Plan for the Water Division; this will help us to become more efficient with capital and operating expenses by optimizing the assets we rehabilitate, replace, and repair moving forward. This will also allow us to attain Water Trust Board funding for future projects.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No; the Water Division has never had an Asset Management Plan in place, so we will rely on subject matter experts to ensure our success. While we could develop a plan internally, the implementation of the plan is where the additional time with the Contractor will be most beneficial in our path forward.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

As this is term-only, there are no additional expenditures to approve.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

As this is term-only, there are no additional expenditures to fund.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2019

PRODUCER

 SHINSTROM & NORMAN INC
 PO Box 638
 Kirkland, WA 98083
 (425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

 FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
 7525 166TH AVENUE NE, STE #D-215
 REDMOND, WA 98052

INSURERS AFFORDING COVERAGE
NAIC#

INSURER A: LIBERTY MUTUAL INS. CO.

INSURER B.

INSURER C.

INSURER D.

INSURER E.

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	BKW58035312	09/20/19	09/20/20	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	BAA58035312	09/20/19	09/20/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN AUTO ONLY				EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY	USO58035312	09/20/19	09/20/20	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ 2,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY	BKW58035312	09/20/19	09/20/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WASH STOP GAP E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

 RE: OPERATIONS - PO #18191018, PO #18191019, PO #18191031
 THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

 CITY OF SANTA FE
 801 W SAN MATEO RD
 SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

of REC

126

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

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

- a. Any one premise:

- (1) While rented to you; or
(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

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

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.



205
202
123

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



235

of 282

121

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



235

262

133

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/3/2019

PRODUCER
 Shinstrom & Norman Inc.
 P.O. Box 638
 Kirkland, WA 98083
 (425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
 7525 166TH AVE. NE, SUITE D-215
 REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
 INSURER B: NAIC: 25496
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY; <input type="checkbox"/> PRO-FACT; <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS: OTH- ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	09550B198APL CLAIMS MADE FORM	09/20/19	09/20/20	\$2,000,000 EACH CLAIM \$4,000,000 AGGREGATE \$ 5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF SANTA FE
 801 W SAN MATEO RD.
 SANTA FE, NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **FCS GROUP**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0073024

License Number: 19-00154590

Issue Date January 09, 2019

Expiration Date December 31, 2019

FCS GROUP
7525 166TH AVE NE STE D215

REDMOND WA 98052

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **FCS Group**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform Engineering Services for a Capital Asset Management Plan for the City of Santa Fe as in Exhibit A – The Work Plan attached hereto and incorporated herein:

B. Performance Measures/ Deliverables.

Contractor shall substantially perform the following Performance Measures:

Task	Number of Sub-Task	Sub-Task Descriptions
Phase 1: Gathering Data	1	Kick-Off Meeting
Phase 1: Gathering Data	2	Literature Review
Phase 1: Development of AMP	3A	First 50% Preliminary Draft
Phase 1: Development of AMP	3B	Second 75% Pre-Final Draft
Phase 1: Development of AMP	3C	Third 100% Final Draft
Phase 2: Development of Replacement Schedule	4	To feed City Capital Improvement Plan
Phase 3: Asset Management Software	5	Scope and Setup for tie-in to asset management/work order system

- 1) Kickoff Meeting Agenda (via email)
- 2) Draft Final Work Plan and Kickoff Meeting Materials (10 copies)
- 3) Kickoff Meeting Minutes (via email)
- 4) Final Work Plan (10 copies)
- 5) Bi-Weekly Progress Meeting Minutes (via email)
- 6) Monthly Progress Reports (10 copies)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed an amount of two hundred eighty five thousand and thirty five dollars (\$285,035.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand two hundred fifty one and seventy five cents (\$14,251.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred ninety nine thousand two hundred eighty six dollars and seventy five cents (\$299,286.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the

Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers

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

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

20. Records and Financial Audit.

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

21. Indemnification.

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

22. New Mexico Tort Claims Act

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

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

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

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
FCS Group
Redmond Town Center
7525 166th Ave. NE, Ste D-215
Redmond, WA 98052

26. Authority.

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

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

CITY OF SANTA FE:

CONTRACTOR:
FCS Group

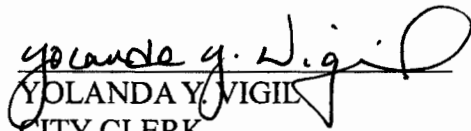

ALAN WEBBER, MAYOR

 / PRESIDENT
NAME AND TITLE

DATE: 3/25/19

DATE: 3/8/2019
CRS#03-420605-00-1
Registration # 18-00154590

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY 12/12

APPROVED:


MARY MCCOY, FINANCE DIRECTOR

52354.510300
Business Unit Line Item