



AGENDA

REGULAR MEETING OF
THE PUBLIC WORKS AND
UTILITIES COMMITTEE
JULY 06, 2020
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS & 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 & Utilities Committee 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 and packet 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 FROM JUNE 22, 2020 PUBLIC WORKS & UTILITIES COMMITTEE MEETING**
 - a. MINUTES FROM JUNE 22, 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. Requesting Approval for Amendment #2 to Professional Service Agreement with Cannon Cochran Management Services, Inc 12-0718 in the Amount of \$198,141 for Third Party Administrative and Adjusting Services for Our Workers Compensation and General



AGENDA

REGULAR MEETING OF
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JULY 06, 2020
ATTEND VIRTUALLY

Liability Claims. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW

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

- b. Requesting Approval for Amendment #1 to Professional Service Agreement with Arthur J. Gallagher & Co. 12-0405 in the Amount of \$77,613.32 for Comprehensive Insurance Program Broker Services. (Bradley Fluetsch, CFA, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW

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

- c. Consideration of Bill No. 2020-__ : An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review:

Planning Commission (postponed): 6/18/20
Quality of Life Committee (approved): 7/1/20
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
Planning Commission (scheduled): 8/6/20
City Council (public hearing) (scheduled): 8/12/20

- d. Consideration of Bill No. 2020-__ : An Ordinance Relating to the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; Amending Section 10-9.2 to Align the Intent with the Purpose of the Bill; Amending Section 10-9.3 to Amend and Add Definitions; Amending Section 10-9.4 to Make the Property Owner Responsible; Repealing and Readopting a New Section 10-9.5 to Establish a Process for a Nuisance Investigation and Abatement Process; Repealing and Readopting a New Section 10-9.6 to Establish Tenants Rights; Amending Section 10-9.7 to Establish Enforcement Provisions to Hold the Property Owner Accountable; Amending Section 10-9.8 Regarding Reseration of Legal Options;



AGENDA

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Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 to Remove Reference to the City Filing a Civil Action in District Court or First Judicial Court; Repealing Section 10-9.11 Regarding Supplementary Remedies for Public Nuisances; and Amending Section 10-9.13 Regarding the Right of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

Committee Review:

Quality of Life Committee (Scheduled)	7/1/20
Public Works and Utilities Committee (Scheduled)	7/6/20
City Council (Request to Publish) (Scheduled)	7/8/20
Finance Committee (Scheduled)	7/20/20
City Council (Public Hearing) (Scheduled)	7/29/20

- e. Request Approval of Amendment #1 to Legal Services Agreement Between the City and Gallagher and Kennedy to Extend the Term to June 30, 2022 (Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

COMMITTEE REVIEW

Governing Body (Scheduled) 07/08/2020

- 8. **MATTERS FROM STAFF**
- 9. **MATTERS FROM THE COMMITTEE**
- 10. **MATTERS FROM THE CHAIR**
- 11. **NEXT MEETING: Monday, July 27 2020**
- 12. **ADJOURN**



Agenda

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

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

MONDAY, JUNE 22, 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 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.
 - 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

- 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

- h) 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

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

COMMITTEE REVIEW

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

- 1) 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, lgagnon@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: **MONDAY, JULY 06, 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 18, 2020

TIME: 8:15 AM

**SUMMARY OF ACTION
PUBLIC WORKS AND UTILITIES COMMITTEE
ATTENDED VIRTUALLY
MONDAY, JUNE 22, 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	1-2
APPROVAL OF CONSENT AGENDA	APPROVED	2
APPROVAL OF MINUTES	APPROVED	2
PUBLIC COMMENT	INFORMATION/DISCUSSION	2
 <u>CONSENT AGENDA</u>		
REQUEST FOR THE APPROVAL TO EXECUTE A GRANT AGREEMENT FOR THE SMALL URBANIZED SECTION 53-7 CARES ACT APPORTIONMENT IN THE TOTAL AMOUNT OF \$4,989,235 FOR TRANSIT OPERATING EXPENSES; FEDERAL TRANSIT ADMINISTRATION.	APPROVED ON CONSENT	3
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.	APPROVED ON CONSENT	3
REQUEST FOR THE APPROVAL TO EXECUTE A GRANT AGREEMENT FOR	APPROVED ON CONSENT	3

**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.**

CONSIDERATION OF RESOLUTION NO RECOMMENDATION 9-13
**NO. 2020- ____ : A RESOLUTION
ESTABLISHING A FRAMEWORK FOR
THE CLOSURE OF STREETS TO VEHICULAR
TRAFFIC FOR CERTAIN PERIODS DURING
2020.**

REQUEST APPROVAL OF AWARD OF APPROVED ON CONSENT 13
**BID 20/14/B FOR FY 2021 CITY WIDE
WATER UTILITY PAVEMENT
RESTORATION CONTRACT, CIP #3056
TO TLC PLUMBING AND UTILITY, INC.
IN THE AMOUNT OF \$200,000 PLUS
NMGRT.**

REQUEST TO AWARD CONTRACT TO APPROVED 13-14
**BOSQUE NATURAL COMPANY IN
RESPONSE TO REQUEST FOR
PROPOSAL # '20/28/P FOR ON-CALL
SERVICES FOR DAM VEGETATION
MANAGEMENT IN THE AMOUNT OF
\$240,000.00 EXCLUSIVE OF NMGRT.**

REQUEST APPROVAL OF AMENDMENT APPROVED 14
**#1 TO THE CONTRACT WITH FINANCIAL
CONSULTING SOLUTIONS GROUP FOR
THE ASSET MANAGEMENT PLAN
EXTENDING THE TERM THROUGH
JUNE 30, 2021.**

MATTERS FROM STAFF INFORMATION/DISCUSSION 14

MATTERS FROM THE COMMITTEE INFORMATION/DISCUSSION 14

MATTERS FROM THE CHAIR	NONE	14
NEXT MEETING	MONDAY, JULY 6, 2020	14
ADJOURN	ADJOURNED	15

**PUBLIC WORKS AND UTILITIES COMMITTEE
ATTENDED VIRTUALLY
MONDAY, JUNE 22, 2020, 5:00 PM**

1. CALL TO ORDER

The meeting of the Public Works and Utilities Committee was called to order by Councilor Christopher Rivera, Chair at 5:03 pm on Monday, June 22, 2020 and was attended virtually.

2. ROLL CALL

MEMBERS PRESENT

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

OTHERS PRESENT

Alexander Ladd, Director, Office of Affordable Housing
Joe Abeyta, City of Santa Fe
Rich Brown, Director, Office of Economic Development
Jamie-Rae Diaz, Public Utilities Department
Lee Gagnon, Water Division
Emily Pisula, Public Works
Shannon Jones, Director, Public Utilities Department
Keith Wilson, Division Director, Transportation
Bill Huey, Public Utilities
Randy Randall, Director, Office of Tourism
Melanie Montoya, Senior Services
John Romero, Acting Director, Public Works
Erin McSherry, City Attorney
Regina Wheeler, Director, Public Works
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Lindell, seconded by Councilor Abeyta, to approve the agenda.

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 Abeyta pulled items G and I for discussion.

Councilor Lindell pulled item K for discussion.

Councilor Vigil Coppler pulled items E, J, H and I for discussion.

Councilor Garcia pulled items D and I for discussion.

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Lindell, 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 JUNE 8, 2020

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Lindell, 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

Ms. Diaz presented two items for public comment.

Ms. Diaz read a letter from a member of the public into the record. The letter is herewith attached to these minutes as Exhibit "1".

Ms. Diaz noted a document from Mr. Guillen that included public comment for the record. The document is herewith attached to these minutes as Exhibit "2".

7. CONSENT AGENDA

A. REQUEST FOR THE APPROVAL TO EXECUTE A GRANT AGREEMENT FOR EH SMALL URBANIZED SECTION 53-7 CARES ACT APPORTIONMENT IN THE TOTAL AMOUNT OF \$4,989,235 FOR TRANSIT OPERATING EXPENSES; FEDERAL TRANSIT ADMINISTRATION.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF \$4,989,235.

Approved on consent.

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.

Approved on consent.

C. REQUEST FOR THE APPROVAL TO EXECUTE A GRANT AGREEMENT FOR THE FY2020 CONGESTION MITIGATION AIR QUALITY FUNDING IN THE TOTAL AMOUNT OF \$71,773 FOR THE RIDERFINDERS PROGRAM; FEDERAL TRANSIT ADMINISTRATION.

Approved on consent.

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.

Councilor Garcia stated that he pulled this item to recuse himself from the discussion and voting on this item. He left the call.

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

VOTE The motion passed by roll call vote as follows:

Chair Rivera, yes; Councilor Abeyta, yes; Councilor Lindell, yes; Councilor

Vigil Coppler, yes

Councilor Garcia returned to the call.

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 \$362,227.

Councilor Vigil Coppler asked if the City would not have gotten these funds if they had not had the shelter at Midtown.

Ms. Ladd said those funds are funds we are entitled to through the CDBG grant.

Councilor Vigil Coppler asked is there anything else we could have used these funds for other than Midtown.

Ms. Ladd said the funds are limited in focus and this was exactly what we were doing at Midtown so we decided to efficiently deploy the funds there.

Councilor Vigil Coppler asked when we receive Federal funds for HUD are we to be in compliance with the Equal Opportunity Employment Act.

Ms. Ladd said in this case we are not using the funds to hire staff so they are not affected.

Councilor Vigil Coppler said there was a recent complaint of sexual harassment in the newspaper. Do we have to report that to the Feds.

Ms. Ladd said the funds have not been deployed yet. The City rules are in effect.

Ms. Wheeler said she did not have any more information on the complaint. She does not know at this time if it interacts with the grant funds or not. They have not been deployed yet.

Councilor Vigil Coppler said she previously served on the Equal Employment Opportunity Commission. When you receive Federal funds, even if they are not necessarily employment involved, when an allegation is made it has to be reported and investigated. If this is something that is not required with this money it is okay to say that. It appears there is more to be done than we are doing.

Ms. Wheeler stated that HR is conducting an investigation.

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.

F. REQUEST FOR APPROVAL OF AMENDMENTS TO EXTEND THE TERM OF PERFORMANCE ON (4) HOUSING CONTRACTS THROUGH JUNE 30, 2020.

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 - \$25,716.44)

2. AMENDMENT #4 TO HOME REPAIR CONTRACT

A. HOMEWISE HOME REPAIR (CDBG) - CONTRACT AMOUNT \$75,000 (CURRENT BALANCE - \$25,716.44)

Approved on consent.

G. REPAIR 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.

Councilor Abeyta said the Public Works Committee heard this item and made a recommendation to the Finance Committee. An amendment was requested at Finance and we felt that this item needed to come back to Public Works to be heard again before we considered it at Finance. The item in the amendment was the Public Safety Radio System.

Mr. Romero said his memo is in the packet. The item that we have been asked

to add is the Computer Assisted Dispatch System at a cost of \$556,000. It is a new radio system and capital improvement. Overall the addition of this item will bring down the savings for the budget to \$6.5 million.

Councilor Vigil Coppler said she would like a more in-depth idea of what led to this and is this \$556,000 GRT.

Mr. Romero said it is bond money. The 2018 GRT bond sale and a few other projects that had cash left over from previous projects. They are all GRT bond projects.

Councilor Vigil Coppler said not that she disagrees, but what was the discussion at Finance.

Councilor Abeyta said we were ready to approve the project list recommended by Public Works and were told about this change. We felt it needed to come back to Public Works.

Councilor Vigil Coppler asked if there was an emergency.

Councilor Abeyta said it is part of the negotiations with the County.

Chair Rivera said the Fire Chief pulled money from the radio project for the new fire station. Since we are not moving forward on that at this time it was thought that the funds should be used for this project.

Ms. McSherry said the City is obligated to pay certain costs. We are trying to use these funds.

MOTION A motion was made by Councilor Vigil Coppler, seconded by Councilor Lindell, to approve the amended list of projects.

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. 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.

Councilor Vigil Coppler said both items H and I are confusing to the public. We just got an email that applies to only item I. Is that right.

Mr. Guillen said yes it is.

Councilor Vigil Coppler said this expires 10/31. This is aimed at restaurants with alcohol licenses and allows them to serve alcohol in barricaded areas. So this is just for restaurants.

Mr. Guillen said yes.

Councilor Vigil Coppler asked what streets are closing. Some restaurants are already serving in the streets. Was a traffic study done.

Mr. Romero said this allows dining not only in the streets, but also in right of ways. We are permitting those as well as parking isles, parkways and portions of large sidewalks.

Councilor Vigil Coppler asked for an example.

Mr. Romero said a good example is in front of the Inn of the Anasazi.

Councilor Vigil Coppler asked what parking spaces will be used.

Mr. Romero said we have not approved any of those yet, but we want to make available City owned, metered parking stalls on the street.

Councilor Vigil Coppler asked is that information all in here.

Mr. Romero said item H is allowing alcohol service on City right of ways if they are licensed.

Councilor Vigil Coppler asked who permits these.

Mr. Romero said for right of ways it is Land Use. For City streets it is his office.

Councilor Vigil Coppler asked who is going to pick up the trash.

Mr. Romero said the businesses will pick up their trash.

Councilor Vigil Coppler asked is that in this action.

Mr. Romero said not specifically. We will monitor that and we do have the ability to cancel their permit.

Councilor Vigil Coppler asked can this happen anywhere.

Mr. Romero said yes. They have to apply and we have to approve it.

Councilor Vigil Coppler asked so you would not do a traffic study.

Mr. Romero said this item is to specifically allow the sale of alcohol. The next item deals with the closing of streets.

Councilor Vigil Coppler asked if there will be public notice of this.

Mr. Romero said these areas have to be coordinated effectively with fencing or barriers. It will look like part of the business. The area is enclosed.

Mr. Randall said the State has most of the rules related to alcohol service. The space has to be contiguous to the business and they can only have additional space equal to 25% of the business floor plan.

Councilor Vigil Coppler said she was thinking of businesses along Cerrillos Road and if they would comply.

Mr. Randall said this Bill does not apply to private property. They could expand 25% out, but would have to go through Land Use. This applies to City owned property.

Councilor Vigil Coppler said she hopes we don't start treating businesses downtown differently than businesses in other areas of the City. All the businesses need to be treated the same.

Mr. Randall said that is the reason this came up. Restaurants do need the additional revenue in this current situation.

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.

I. CONSIDERATION OF RESOLUTION NO. 2020- ____ : A RESOLUTION ESTABLISHING A FRAMEWORK FOR THE CLOSURE OF STREETS TO VEHICULAR TRAFFIC FOR CERTAIN PERIODS DURING 2020.

Councilor Garcia said he was trying to go over the amendments and he is not seeing included the specific language that Councilor Villarreal requested stating that one street would be kept open at all times on the Plaza.

Councilor Lindell said she is not seeing the amendments in the Prime Government packet.

Mr. Guillen said they were not uploaded. They were emailed to the Committee.

The email referred to is herewith attached to these minutes as Exhibit "3".

Councilor Garcia said it is frustrating that we do not have the amendments. How can we intelligently debate and vote on this.

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

DISCUSSION

Chair Rivera asked why this information came to the Committee so late.

Mr. Guillen said we were still working on the language and discussing it with John and Randy.

Chair Rivera asked Mr. Randall if this measure is tabled by us it seems it would still move on to Council on Wednesday.

Mr. Randall said it seems it would.

Ms. Mc. Sherry said it is on the agenda for the Governing Body on Wednesday night. There is another resolution on the books allowing one open street on the Plaza. This does not overrule that.

Mr. Guillen said that resolution is to keep all four streets open around the Plaza for Cruise Nights. Councilor Villarreal's amendment was to keep one street open at all times.

Councilor Vigil Coppler said on a Point of Order, we need to act on the motion that was made. She feels that other Councilors feel the same way as Councilor Garcia who voiced his frustration and not getting this material in time to provide quality

discussion. How can we make policy like this.

Councilor Garcia recalled his motion.

Councilor Garcia said there are a lot of changes that need to be made.

Councilor Vigil Coppler recalled her second.

Councilor Vigil Coppler said she would like a review of what we have. There are Councilor Villarreal amendments and others.

Councilor Rivera said he would have supported the motion to table. He has the same concerns.

Councilor Lindell said she just got this information. She has the same concerns as Councilors Vigil Coppler and Garcia. Someone referenced that there is an amendment in the packet. There is not. She just received the amendments from Councilor Villarreal. Are there others.

Mr. Guillen said there are multiple amendments on one sheet.

Councilor Lindell said she would have also supported the motion to table this. She can't make an informed vote on this.

Mr. Romero said he understands the frustration. It was him, not Jesse and Erin, who held this up. It was sent to him for review on Friday. He was out of town for Father's Day and did not review it. He takes full responsibility.

Chair Rivera said thank you John. We appreciate that.

Councilor Vigil Coppler asked is there an amendment on the list that says one street will be left open all the time.

Mr. Guillen said number 10 is to leave one street open consistently.

Councilor Vigil Coppler said we need to communicate to the public which street that will be.

Councilor Garcia said we made recommendations at the Quality of Life Committee meeting and it was not just for Cruise Nights. Is there an Ordinance in place that shuts down Palace Avenue presently.

Mr. Guillen said he was not aware of that.

Councilor Garcia said if we don't know we need to make a recommendation and

name which street is to remain open. We need to clarify that.

Chair Rivera said you could work with Jesse tomorrow to include the amendments you want and think are appropriate.

Councilor Garcia said we talked about a traffic study as well. How are we going to direct traffic.

Mr. Romero said these streets are not considered to be major arterial streets. He looked at a traffic study that was done on a different project and it showed that the average traffic was 1,700 cars. There is neither congestion or issues.

Councilor Garcia said he finds that hard to believe. He would like a guarantee that this will not cause congestion. What about the small streets.

Mr. Romero said we don't maintain that data on an annual basis. He looked at the most recent traffic study which was San Francisco and Sandoval. He doesn't know how staff would get that data in a reasonable amount of time.

Councilor Garcia said it does not help when we don't have critical information.

Councilor Vigil Coppler said she is in favor of keeping one street open. Are you going to allow the stores to put clothes racks on the street if the street is closed.

Mr. Romero said that has not been contemplated. The idea is to spread out pedestrians.

Councilor Vigil Coppler asked is there anything that prevents that from happening.

Mr. Romero said language could be added to the Resolution. The tent that was on the Plaza was not selling wares, it was handing out face masks.

Councilor Vigil Coppler said thank you for that. She thinks we need to look at this from all angles.

Councilor Vigil Coppler asked does this expire on 10/31.

Mr. Romero said yes.

Councilor Vigil Coppler asked what streets are we talking about.

Mr. Romero said San Francisco, Don Gaspar, March and Shelby have expressed interest.

Councilor Vigil Coppler said be careful with Shelby. That is where the New Mexico Finance Authority has their offices.

Councilor Vigil Coppler asked who make the decision.

Mr. Romero said his office by Ordinance. We look at safety and traffic impact and decide accordingly.

Councilor Vigil Coppler said regarding the noise of the cars, we do have a noise Ordinance and a Police Department. Can't we have a police presence on the Plaza. That is called Community Policing.

Chair Rivera said the proper way to do this is to get with Jesse on the amendments for the Governing Body decision.

Councilor Vigil Coppler said okay. If a store thinks pedestrian traffic will increase their revenue she would be interested in seeing their GRT amounts on a regular basis. She can work with Councilor Garcia on the amendments.

Councilor Garcia said yes.

Councilor Abeyta said Councilor Vigil Coppler brought up some good points. He thinks we need to have Land Use weigh in on the amendments Councilors Garcia and Vigil Coppler propose. There may be provisions in Land Use to take care of some of them. The amendment Jesse mentioned does not take care of keeping one street open always. He would like to see that and see it made clear. Maybe we should send this on to Council without a recommendation. He would like to see all the information before the meeting.

Mr. Guillen said he did have one street in the original draft, but it got deleted along the way. He can add it back in.

Councilor Garcia said the numbers in the amendment list are not right.

Chair Rivera said clearly we have not had time to look at these amendments and now there are additional changes to be made. He agrees with Councilor Abeyta to move this forward without a recommendation. We need to be able to review all the documents prior to the Governing Body meeting and they need to be in the packet. A redlined sheet would be clear.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Abeyta, to move the request forward without recommendation, with the request that all the information be available to the Council members no later than noon on the Council meeting day and that language be added that this Committee sent this forward without recommendation because we did not

have time to consider the amendments properly.

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.

Mr. Guillen requested that the amendments be given to him as soon as possible.

J. REQUEST APPROVAL OF AWARD OF BID 20/14/B FOR FY 2021 CITY WIDE WATER UTILITY PAVEMENT RESTORATION CONTRACT, CIP #3056 TO TLC PLUMBING AND UTILITY, INC. IN THE AMOUNT OF \$200,000 PLUS NMGRT.

Approved on consent.

K. REQUEST TO AWARD CONTRACT TO BOSQUE NATURAL COMPANY IN RESPONSE TO REQUEST FOR PROPOSAL # '20/28/P FOR ON-CALL SERVICES FOR DAM VEGETATION MANAGEMENT IN THE AMOUNT OF \$240,000.00 EXCLUSIVE OF NMGRT.

Councilor Lindell said the annual fees are \$44,500. How do we get to \$240,000.

Mr. Huey said they are doing citywide work.

Councilor Lindell said this is to clear vegetation.

Mr. Huey said the bid was used to choose the presumptive winner. \$240,000 is the amount we have.

Councilor Lindell said there is a discrepancy in the monies in the bid.

Mr. Huey said the bid process was to give an approximation, not an exact amount because we do not know specifically which areas will need what when the work is done. We have not seen a proposed work order for phase one for fall.

Councilor Lindell asked why are we seeing a bid for over 4 years at \$178,000 and we are asked to appropriate \$240,000. Considering what we are facing with our budget she is not inclined to appropriate extra money.

Mr. Huey said we asked for rates for typical work under the contract. Not for specific amounts. There is a cap on the amount we can spend.

Mr. Jones said when bids are put out they are estimated. This was the lowest bid. The \$240,000 is in discussion as to how to spend the money on vegetation removal, some of which is required.

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

VOTE The motion passed by roll call vote of 4-1 as follows:

Chair Rivera, yes; Councilor Abeyta, yes; **Councilor Lindell, no**;
Councilor Vigil Coppler, yes; Councilor Garcia, yes.

L. 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.

Approved on consent.

8. MATTERS FROM STAFF

Mr. Romero reported that it looks like all of our 19/20 appropriations will be retained by the City.

Chair Rivera said that is great news.

9. MATTERS FROM THE COMMITTEE

Councilor Vigil Coppler said at our last meeting John said he had only one engineer left in his department and it was him. What are you going to do about that with the hiring freeze.

Mr. Romero said he is working with Finance and HR to justify filling those positions.

Councilor Vigil Coppler said she fully supports him getting those positions filled. She worries about all the projects we have to get done.


10. MATTERS FROM THE CHAIR

None.

12. ADJOURN

There being no further business before the Committee the meeting adjourned at 6:45 pm.

Councilor Christopher Rivera, Chair



Elizabeth Martin, Stenographer

VIGIL, XAVIER I.

From: Elizabeth Martin <max4martin@yahoo.com>
Sent: Monday, June 29, 2020 11:40 AM
To: CARDENAS, GERALYN F.; VIGIL, XAVIER I.
Subject: Fw: Unbearable Noise Downtown

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.

Exhibit 1 for public works and utilities. em

=^..^=

----- Forwarded Message -----

From: PISULA, EMILY K. <ekpisula@santafenm.gov>
To: max4martin@yahoo.com <max4martin@yahoo.com>
Cc: RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>
Sent: Monday, June 22, 2020, 01:52:58 PM MDT
Subject: FW: Unbearable Noise Downtown

Chairman –

Below is the letter that I will be reading tonight in the public comment section.

Emily

From: Dan Linda Richmond <danlindarichmond@gmail.com>
Sent: Friday, June 19, 2020 6:53 PM
To: PISULA, EMILY K. <ekpisula@santafenm.gov>
Subject: Unbearable Noise Downtown

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.

Linda Richmond

825 Calle Mejia, Apartment 233
Santa Fe, NM 87501

June 19, 2020

Emily Pisula
Fiscal Administrator, Public Works
200 Lincoln Avenue
Santa Fe, NM 87504

Dear Ms. Pisula,

I am writing to tell you about the unfortunate situation downtown that is keeping people away. The traffic noise is unbearable! My husband and I have enjoyed shopping, eating and strolling downtown until this year. The motorcycle and car noise is incredibly offensive, and after three bad experiences in a row, we have decided not to go downtown for any reason anymore, especially since our last experience on the plaza included intimidation by an armed motorcyclist.

We have several sets of friends visiting late this summer and in the autumn, and we plan to tell them to stay as far away from the plaza as possible. In the past, we always recommended that friends and family stay downtown, but now we couldn't do that in good conscience.

I wonder if Santa Fe has a noise ordinance, and if so, I would like to know why it isn't being enforced. Since the noise ordinance, if it exists, obviously isn't being enforced, please close the roads along and around the plaza so that locals and visitors alike can once again enjoy our beautiful and historic downtown neighborhoods, restaurants, and shops.

Thank you for considering my request.

Best wishes,

Linda and Dan Richmond

7. CONSENT AGENDA

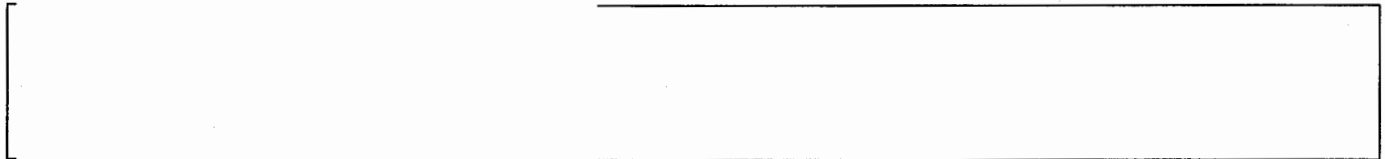
a. Request for the Approval to Execute a Grant Agreement for the Small Urbanized Section 5307 ACT Apportionment in the Total Amount of \$4,989,235 for Transit Operating Expenses; Federal Transit Administration.

• 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 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 to Execute a Grant Agreement for the FFY2020 Congestion Mitigation Aid 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

e. Amendment to the 2019 Annual Action Plan, Required by the U.S. Department of HUD, that Defines 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)
Governing Body (Public Hearing)

06/17/2020
06/24/2020

f. Request for Approval of Amendments to extend the Term of Performance on four (4) Housing Co 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)
Governing Body (Scheduled)

06/17/2020
06/24/2020

g. Request for Review and Approval of Re-prioritization of City Capital Projects for the Purpose of 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)
Governing Body (Scheduled)

06/29/2020
07/08/2020

h. Consideration of Bill No. 2020-14: An Ordinance Amending Section 23-6.2 SFCC 1987 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)
Quality of Life Committee (Approved)
Governing Body (Scheduled)

06/10/2020
06/17/2020
06/24/2020

i. Consideration of Resolution No. 2020-__ : A Resolution Establishing a Framework for the City 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)
Governing Body (Scheduled)

06/17/2020
06/24/2020

Name: Miguel Gabaldon

Comment - 06/22/2020 01:20 PM: (Against)

I think traffic distribution for patrons trying to get to La Fonda and the businesses in that complex needs to be evaluated. I imagine some of that traffic now uses San Francisco Street, and if that gets closed all that traffic will need to travel down Water Street or come from the antiquated signalized intersection at Old Santa Fe Trail and East Alameda. And if special events are allowed at La Fonda during this closure period, that additional traffic would adversely affect that signalized intersection.

Also, what about emergency response vehicle access for incidents on the plaza which could increase with the current increase in tensions resulting from Mayor Webber's rushed decisions about Hispanic/Native American relations?

Finally, many people (locals and tourists) who visit the Plaza may not be physically able to walk from a parking lot to the Plaza, so this closure would exclude them from being able to take in the sights of the Plaza or the incredible view of the Cathedral Basilica of St. Francis of Assisi at the end of San Francisco Street if this closure takes affect.

j. Request Approval of Award of Bid 20/14/B for FY2021 City Wide Water Utility Pavement Res 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 # for On-Call Services for Dam Vegetation 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

l. Request approval of Amendment #1 to the contract with Financial Consulting Solutions Group 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

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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, local businesses, in order to adapt to the current pandemic, have developed creative opportunities to “virtually experience Santa Fe” that allow people to attend cooking classes, take a virtual walkthrough of museums, take flamenco lessons, participate in daily meditations, or even listen to a live book reading from a local bookstore; 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%)

1 of capacity; and

2 **WHEREAS**, if restaurants and businesses are able to expand their capacities safely, that
3 opportunity will improve their abilities to survive the health and economic crises; and

4 **WHEREAS**, one opportunity for restaurants and other businesses to expand their
5 capacities safely is to occupy portions of City-owned properties, such as publically owned
6 sidewalks, roads, or parking spaces; and

7 **WHEREAS**, the City has identified a mechanism for individual business's use of
8 portions of public roads, sidewalk, and parking spaces through an obstruction permit; and

9 **WHEREAS**, the State has provided the opportunity for restaurants holding an alcohol
10 license to increase their footprints by twenty-five percent (25%), under certain circumstances; and

11 **WHEREAS**, there is legislation under review by the Governing Body to expand the
12 permissible areas for the sale and consumption of alcohol to include City property; and

13 **WHEREAS**, the City closes certain streets to vehicular traffic annually to improve the
14 pedestrian experience, community building opportunities, and economic development
15 opportunities; in particular, the Governing Body adopted Resolution No. 2014-49—People to the
16 Plaza—to close three of the four streets bordering the Plaza, from Memorial Day through the
17 Monday following the annual Fiesta de Santa Fe; and

18 **WHEREAS**, as a result of the popularity of the People to the Plaza initiative, Resolution
19 No. 2014-49 was amended by Resolution Nos. 2014-75 and 2016-80 to extend the time period of
20 the closure to October 31 or such later date determined by the city manager based upon weather
21 on an annual basis; and

22 ~~**WHEREAS**, the City has compiled creative opportunities to “virtually experience Santa~~
23 ~~Fe” that allow people to attend cooking classes, take a virtual walkthrough of museums, take~~
24 ~~flamenco lessons, participate in daily medications, or even listen to a live book reading from a~~
25 ~~local bookstore; and]~~

1 **WHEREAS**, many members of the Santa Fe business community as well as the public
2 have expressed a desire to provide increased and safer opportunities for pedestrian access
3 throughout the City, such as through additional road closures; and

4 **WHEREAS**, during the pandemic, cities such as Boston, Washington D.C., Minneapolis,
5 Oakland, and Seattle, among others, have temporarily closed streets to vehicular traffic to provide
6 pedestrians and cyclists with increased access while encouraging social distancing; and

7 **WHEREAS**, many of these cities have closed down multiple miles of streets to normal
8 vehicular traffic, with New York City planning on eventually closing down 100 miles of roadway
9 to vehicular traffic; and

10 **WHEREAS**, closing certain streets in Santa Fe until the end of October, 2020, would
11 allow more restaurants and businesses to take advantage of the State and City opportunities to
12 expand their footprints and would allow for greater access to those businesses by non-vehicular
13 traffic; and

14 WHEREAS, the opening of streets and allowing businesses to increase their outdoor
15 square footage is not only good for businesses but will increase the safety of workers as they
16 work within the confines imposed as a result of the COVID-19 pandemic.

17 **NOW, THEREFORE, BE IT RESOLVED** that the City shall apply the following
18 framework when evaluating the temporary closure of streets to vehicular traffic:

19 1. Temporary street closures will be established [~~through the issuance of an~~
20 ~~Obstruction of Streets Permit issued~~] by the City of Santa Fe Public Works Department in
21 conjunction with the Department's issuance of Obstruction of Street Permits.

22 2. Before the City issues an Obstruction of Streets Permit to any business seeking to
23 occupy space on a street closed to vehicular traffic, the business shall provide a diagram of the
24 City property the business seeks to use.

25 3. Temporary street closures may only be implemented between July 1 and October

1 31, 2020, unless extended by adoption of a resolution by the Governing Body.

2 4. At least seventy-five percent (75%) of the businesses and residents whose
3 primary access is on the proposed street must support the proposed street closure, as certified by
4 the business and residents through a petition submitted to the Public Works Department Director.

5 5. Any business that utilizes City property on a closed street pursuant to this
6 Resolution shall not conduct business on the street between the hours of 11:00 p.m. and 6:00 a.m.

7 6. The terms of the closure shall ensure adequate emergency access, verified by the
8 City's Police and Fire Departments.

9 7. The terms of the closure shall accommodate accessible parking, ADA
10 compliance, and adequate access for deliveries before 10:00 a.m. each day.

11 8. ~~[In accordance with the provisions of Resolution No. 2014 49, all streets~~
12 ~~surrounding the Plaza shall be open to vehicular traffic during designated cruise nights.]~~

13 9. At least one street bordering the Plaza shall be accessible to vehicular traffic at
14 all times.

15 10. Major arterials and collectors, as defined by the Santa Fe Metropolitan Planning
16 Organization, shall not be closed to vehicular traffic pursuant to this Resolution.

17 11. The City Manager shall designate cruise days and times that include at least one
18 street of the Plaza.

19
20 PASSED, APPROVED, and ADOPTED this ____ day of _____, 2020.

21
22
23 _____
24 ALAN M. WEBBER, MAYOR
25

1 ATTEST:

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4 YOLANDA Y. VIGIL, CITY CLERK

5 APPROVED AS TO FORM:

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8 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2020/Resolutions/Temporary Street Closure*

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Temporary Street Closure

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 20 *insert* the following new paragraph:
 "5. The Santa Fe Police Department shall have a presence on the Santa Fe Plaza at all times during street closures to address public safety and vehicle noise control."
 * **Editor's note: renumber the succeeding paragraphs accordingly**
2. On page 3, line 24 *insert* the following new Section:
 "**BE IT FURTHER RESOLVED** that no part of San Francisco Street shall be closed."

Respectfully submitted,

JoAnne Vigil Coppler, Councilor

Michael Garcia, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Temporary Street Closure

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 20 *insert* the following new paragraph:
“WHEREAS, local businesses, in order to adapt to the current pandemic, have developed creative opportunities to “virtually experience Santa Fe” that allow people to attend cooking classes, take a virtual walkthrough of museums, take flamenco lessons, participate in daily meditations, or even listen to a live book reading from a local bookstore; and”
2. On page 2, *strike* lines 18-21 in their entirety
3. On page 3, line 9 *strike* the period and *insert* in lieu thereof “; and”
4. On page 3, line 10 *insert* the following new paragraph:
“WHEREAS, the opening of streets and allowing businesses to increase their outdoor square footage is not only good for businesses but will increase the safety of workers as they work within the confines imposed as a result of the COVID-19 pandemic.”
5. On page 3, lines 12-13 *strike* “through the issuance of an Obstruction of Streets Permit issued”
6. On page 3, line 13 after “Department” *insert* “in conjunction with the Department’s issuance of Obstruction of Streets Permits”
7. On page 3, line 14 *insert* the following new paragraph:
“2. Before the City issues an Obstruction of Streets Permit to any business seeking to occupy space on a street closed to vehicular traffic, the business shall provide a diagram of the City property the business seeks to use.”
*** Editor’s note: renumber the succeeding paragraphs accordingly**
8. On page 3, line 15 after the comma, *insert* “2020,”
9. On page 3, line 16 *insert* the following new paragraph:
“5. Any business that utilizes City property on a closed street pursuant to this Resolution shall not conduct business on the street between the hours of 11:00 pm and 6:00 am.”
*** Editor’s note: renumber the succeeding paragraphs accordingly**
10. On page 3, line 17 after “closure” *insert* “, as certified by the businesses and residents through a petition submitted to the Public Works Department Director.”
11. On page 3, *strike* lines 22-23 and *insert* in lieu thereof the following new paragraphs:
“9. At least one street bordering the Plaza shall be accessible to vehicular traffic at all times.
10. Major arterials and collectors, as defined by the Santa Fe Metropolitan Planning Organization, shall not be closed to vehicular traffic pursuant to this Resolution.”

Respectfully submitted,

Renee Villarreal, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk



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 Cannon Cochran Management Services, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$155,737

Termination Date: 06-30-2020

Approved by Council Date: 06-13-12

or by City Manager Date: _____

Contract is for: _____

Amendment # 13-1018 to the Original Contract# 12-0718

Increase/(Decrease) Amount \$ 198,141

Extend Termination Date to: 6-30-2021

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 \$ 155,737 of original Contract# 12-0718 Termination Date: 06-30-20
 Reason: Comprehensive Insurance Program Coverage

Amount \$ 161,188 amendment # 13-1018 Termination Date: 6-30-20
 Reason: Language clarification to reflect a 3% increase annually

Amount \$ _____ amendment # _____ Termination Date: _____
 Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
 Reason: _____

Total of Original Contract plus all amendments: \$ 1,367,482.08



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# '12/19P Date: 6-13-12

RFQ [] Date: _____

Sole Source [] Date: _____

Other _____

6 Procurement History: Last year of contract for extension of another year
example: (First year of 4 year contract)

From Dunaway 06/26/2020 12:26 MDT

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Gen-Liab-Third Party Admin & Professional Services Org/Obj 60001750.555300 & 6100231.510300

Alexis Lotero
Alexis Lotero (Jun 26, 2020 11:53 MDT)

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: Melanie Lovato

Phone # 505-490-1693

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
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#12-1018**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 08, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc. (CCMSI) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed one hundred ninety eight thousand one hundred forty one dollars (\$198,141) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated

herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

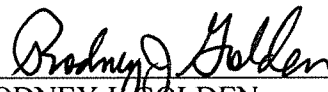
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
CANNON COCHRAN MANAGEMENT
SERVICES, INC.

ALAN WEBBER, MAYOR



RODNEY J. GOLDEN
CHIEF OPERATIONS OFFICER
DATE: 6/11/20
CRS#02-498336-005
Registration #

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jun 10, 2020 10:54 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
6001750.555300 (GL)
6100231.510300 (WC)
Org. Name/Org.#






2020 06 10 20-21 Amendment for CCMSI (002)

Final Audit Report

2020-06-10

Created:	2020-06-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWIZ_e-40PqxT24KJOHIBqZRp178Nv7Xo

"2020 06 10 20-21 Amendment for CCMSI (002)" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-10 - 4:51:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-10 - 4:51:43 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-10 - 4:53:16 PM GMT- IP address: 75.161.222.64
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-10 - 4:54:05 PM GMT - Time Source: server- IP address: 75.161.222.64
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-10 - 4:54:05 PM GMT



Adobe Sign

**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 August 8, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Cannon Cochran Management Service, Inc (CCMSI) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide claims management services to the City regarding the matter of workers compensation and general liability third party claims.

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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3 paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty five thousand seven hundred thirty seven dollars (\$155,737) for FY 2012-13, one hundred sixty one thousand one hundred eighty eight dollars (\$161,188) for FY 2013-14, one hundred sixty six thousand eight hundred thirty dollars (\$166,830) for FY 2014-15, one hundred seventy two thousand six hundred sixty

nine dollars (\$172,669) for FY 2015-16, one hundred seventy eight thousand seven hundred twelve dollars (\$178,712) for FY 2016-17, one hundred eighty four thousand nine hundred sixty seven dollars (\$184,967) for FY 2017-18, one hundred ninety one thousand four hundred forty one dollars (\$191,441) for FY 2018-19, and one hundred ninety eight thousand one hundred forty one dollars (\$198,141) for FY 2019-20, inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

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:
CANNON, COCHRAN MANAGEMENT
SERVICES, INC.



DAVID COSS, MAYOR

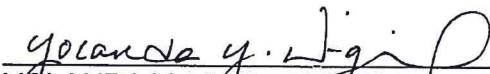


~~ROBERT J. GOLDEN~~
CHIEF OPERATING OFFICER
Rodney J Golden

Date: 10-15-13

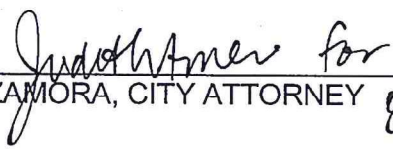
Date: 9/4/13

ATTEST:



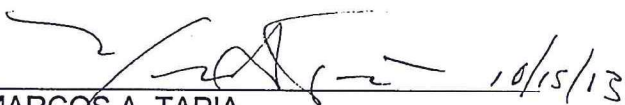
YOLANDA Y. VIGIL, CITY CLERK
Oct 9-13

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 8/29/13

APPROVED:



MARCOS A. TAPIA 10/15/13
FINANCE DIRECTOR

62111.510300
Business Unit/Line Item

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: Mackey Team, Mesirow Insurance Services, 353 N. Clark Street, Chicago, IL 60654. CONTACT NAME: Leah Cozad, PHONE (A/C, No, Ext): 312 595-7142, FAX (A/C, No): 312 595-7163, E-MAIL ADDRESS: lcozad@mesirowfinancial.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Comp (25615), INSURER B: Travelers Property Casualty Co. (25674), INSURER C: Phoenix Insurance Company (25623), INSURER D: Federal Insurance Company (20281), INSURER E: Navigators Insurance Company (42307), INSURER F: (blank).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (P6301918P719COF12), A AUTOMOBILE LIABILITY (P6301918P719COF12), B UMBRELLA LIAB (CUP1918P719TIL12), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (PNUB1918P71912), D E&O-Primary \$5M (82257026), E E&O-\$5M XS \$5M (NY13MPL000712IC).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate issued as evidence of coverage.

CERTIFICATE HOLDER CANCELLATION

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



**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 Cannon Cochean Management Services Inc.

3 Complete information requested Plus GRT Inclusive of GRT

Original Contract Amount: \$155,737

Termination Date: 6/30/2020

Approved by Council Date: 6/18/12

or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

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 \$ 155,737 of original Contract# 12-0718 Termination Date: 6/30/20

Reason: Comprehensive Insurance Program Coverage

Amount \$ 161,188 amendment # 1 Termination Date: 6/30/20

Reason: language clarification to reflect 3% annual increase

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 12/19/P Date: 6/13/12

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 **Procurement History:** FIRST year of eight year contract
example: (First year of 4 year contract)

7 **Funding Source:** Professional Services BU/Line Item: 6211-510300

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:** Carlos Ramirez
Phone # 5622

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, New Mexico

memo

COY

Date: September 18, 2013

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manager *CR for BB*
Office of Risk Management

Via: Robert Rodarte, Officer *ry*
Purchasing Division

Subject: Request for Approval – Amendment #1, PSA #12-0718

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for Comprehensive Insurance Program Coverage. Within this proposal was a quote for third party administrative and adjusting services for our workers compensation and general liability claims. Upon the award of the RFP, the Office of Risk Management entered into a Professional Services Agreement with Cannon Cochran Management Services Inc. (CCMSI) for such services.

Attached is Amendment #1 of the original PSA (#12-0718)with CCMSI. This amendment is to simply clarify the annual compensation amount for the term of the original PSA. No other terms and conditions of the original PSA were changed.

Funding is available in business unit and line item: 62111-510300.

Approval:

Recommendation for approval of Amendment #1 for PSA (12-0718), with Cannon Cochran Management Services Inc.

Attachments: PSA #12-0718
Amendment #1
Summary of Contracts

Client#: 67967

CCMSHOL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/02/2012

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

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

PRODUCER Mackey Team Mesriow Insurance Services, Inc. 353 N. Clark Street Chicago, IL 60654
CONTACT NAME: Leah Cozad
PHONE (A/C, No, Ext): 312 595-7142 FAX (A/C, No): 312 595-7163
E-MAIL ADDRESS: lcozad@mesriowfinancial.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Charter Oak Fire Insurance Comp 25615
INSURER B: Travelers Property Casualty Co. 25674
INSURER C: Travelers Indemnity Co. of Amer 25666
INSURER D: Navigators Specialty Insurance 36056
INSURER E: Lexington Insurance Company 19437
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and E&O policies.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate issued as evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

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

EXHIBIT "A"
FEE AND PAYMENT SCHEDULE
 City of Santa Fe

Managed Care Services	FEE
Telephonic as well as Field Nurse Case Management	\$86.10 per hour \$.41 per mile Expenses – Actual
<u>Utilization Review/Utilization Management</u> ALAE <u>Fees as follows:</u>	
Bill processing fee	\$7.00 per bill
Bill Reduction CCMSI PPO	15% Savings
Bill Reduction all other PPO networks	30% Savings
Duplicate Bills	No Charge
Denied Bills	No Charge
Indexing	\$15 per index
EDI	\$10 FROI. \$5 SROI
SCHIP Reporting	\$25 per report

Pricing includes Gross Receipts Tax (GRT). If the GRT increases or decreases during the contract period then the amounts will change based on the new rates.









GB-CCMSI Amendment 6-17-20_05

Final Audit Report

2020-06-26

Created:	2020-06-26
By:	Carolynn Roibal (cloibal@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk0lkEgj1myFozoGiqDh52uUTAO5TVXO0

"GB-CCMSI Amendment 6-17-20_05" History

-  Document created by Carolynn Roibal (cloibal@ci.santa-fe.nm.us)
2020-06-26 - 5:50:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-06-26 - 5:52:34 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-06-26 - 5:52:53 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-06-26 - 5:53:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-06-26 - 5:53:29 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-06-26 - 6:25:54 PM GMT- IP address: 23.103.201.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-06-26 - 6:26:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Alexis Lotero (aclotero@santafenm.gov), Carolynn Roibal (cloibal@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), and mylovato@santafenm.gov
2020-06-26 - 6:26:09 PM GMT



City of Santa Fe New Mexico

Finance Department

Memorandum



DATE: June 9, 2020

TO: Finance Committee

FROM: Bradley Fluetsch, CFA, Planning and Investment Officer

VIA: Fran Dunaway, Chief Procurement Officer

RE: Request of Approval-Amendment #1, PSA #12-0405

SUMMARY:

Amendment to professional service agreement with Arthur J. Gallagher & Co. (#12-0405) in the amount of \$77,613.32 for Comprehensive Insurance Program Coverage for Independent Insurance broker fees as the City is self-insured.

Funding is available in business unit and line item 6001750.555300 (Risk) for 2020-2021 fiscal year budgets.

Attached is Amendment #1 of original PSA (#12-0405) with Arthur J. Gallagher & Co. This amendment is to simply extend a year of services for fiscal year 2020-2021. No other terms and conditions of the original PSA were changed.

APPROVAL:

Recommendation of approval of Amendment #1 for PSA #12-0405 with Arthur J. Gallagher (AJ Gallagher)



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 Arthur J. Gallagher & Co.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$65,000 (3% increase annually)

Termination Date: 06-30-2020

Approved by Council Date: 06-13-12

or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 12-0405

Increase/(Decrease) Amount \$ 77,613.32

Extend Termination Date to: 6-30-2021

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 \$ _____ of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 439,689.17



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# '12/19P Date: 6-13-12

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: Last year of contract for extension of another year

example: (First year of 4 year contract)

Gran Duranway

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Gen-Liab-Third Party Admin & Professional Services **Org/Obj** 60001750.555300

Alexis Lotero
Alexis Lotero (Jun 29, 2020 15:51 MDT)

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: Melanie Lovato

Phone # 505-490-1693

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:

actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ARTHUR J. GALLAGHER & CO.

ALAN WEBBER, MAYOR

MARIA KING
AREA PRESIDENT



DATE: _____

DATE: 6/10/2020
CRS#94-3015711
Registration #12-00046454

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 10, 2020 13:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
6001750.555300
Org. Name/Org.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2020

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 Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquiries to Email PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Chi_Certificates@aig.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Arthur J. Gallagher & Co. 18201 Von Karman, Suite 200 Irvine, CA 92612	INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B: Arch Indemnity Insurance Company	30830
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2048540166

REVISION NUMBER:

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

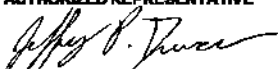
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	41GPP4938412	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CAB4938312 (AOS) 41CAB4939012 (MA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	41WCH4938112 (AOS) 44WCID0501912 (NY, TX, CA, KY, MO)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<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

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

General Liability:
 General Aggregate Per Location Subject to \$10 Mil Policy aggregate.

Certholder is shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms, definitions, conditions and exclusions.
 Waiver of Subrogation applies in favor of Additional Insured as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Attn: Risk Management/Safety Division 200 Lincoln Avenue Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **41GPP4938412**

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **10/1/2019**

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2019

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.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	CONTACT NAME: Direct All Inquires via E-mail PHONE (A/C, No, Ext): 312-704-0100 E-MAIL ADDRESS: CertRequests@ajg.com		FAX (A/C, No): 312-803-7443
	INSURER(S) AFFORDING COVERAGE		
INSURED Arthur J. Gallagher & Co. and its subsidiaries The Gallagher Centre 2850 West Golf Road Rolling Meadows IL 60008	INSURER A: Lexington Insurance Company	NAIC # 19437	
	INSURER B: XL Specialty Insurance Company	NAIC # 37885	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1887434845

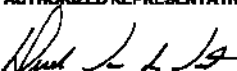
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Errors & Omissions Excess Errors & Omissions			017018183 ELU18328519	9/1/2019 9/1/2019	9/1/2020 9/1/2020	Per Claim/Aggregate \$12,000,000 Per Claim/Aggregate \$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage extends to: Arthur J. Gallagher & Co., 18201 Von Karman Ave, Suite 200, Irvine, CA 92612

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe Attn: Risk Management/Safety Division 200 Lincoln Avenue Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Santa Fe, New Mexico

memo

June 1, 2015

To: Finance Committee

From: Barbara Boltrek, Risk & Safety Manger *BB*
Office of Risk Management & Safety

Via: Oscar S. Rodriguez, Finance Director
Finance Department

Subject: Request for Approval – Renewal of Comprehensive Insurance Program
Cover Submitted by A.J. Gallagher – RFP# '12/19/P

Summary:

On June 13, 2012, the City Council awarded RFP# '12/19/P for which we are hereby requesting approval of our insurance coverages for the fourth year of an eight-year award. The attached lists the various lines of coverage with the expiring and proposed premium costs per line of coverage.

Funding for this recommendation is as follows:

62102.555300	Risk – Premiums	\$1,851,882.00
52800.555300	Airport – Premiums	11,781.00
52104.555600	Fine Arts – Property Coverage	3,000.00
62111.555700	Excess Work Comp – Excess Insurance	117,036.00
52501.555300	SWAMA – Pollution Coverage	36,095.34
7280000.555300	BDD – Umbrella Coverage	<u>49,988.00</u>
	Total premiums	\$2,069,782.34
62102.555300	Broker fee	<u>71,028.00</u>
		\$2,140,810.34

Action:

Recommendation for approval of the above mentioned insurance policies and coverage for FY 2015-16 in the amount of \$2,140,810.34 and forward to the City Council for its consideration.

Attachment:

AJ Gallagher Program Proposal Renewal Quotes
AJ Gallagher Broker Services Contract



Premium Summary

The estimated program cost for the recommended program/options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut	PROPOSED The Travelers Indemnity Company of Connecticut
Property Including Inland Marine & Equipment Breakdown	Premium	\$262,871.00	\$247,571.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$262,871.00	\$247,571.00
	Annualized Cost TRIA Premium	-	-
General Liability Including Liquor Liability	Premium	\$546,310.00	\$555,187.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$546,310.00	\$555,187.00
	Annualized Cost TRIA Premium	-	-
Business Auto	Premium	\$389,999.00	\$418,312.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$389,999.00	\$418,312.00
	Annualized Cost TRIA Premium	-	-
Professional Liability (Including Employee Benefit, Law Enforcement, Public Entity Management, EPL)	Premium	\$594,832.00	\$604,390.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$594,832.00	\$604,390.00
	Annualized Cost TRIA Premium	-	-

2/12



LINE OF COVERAGE		EXPIRING PROGRAM The Travelers Indemnity Company of Connecticut (Travelers Group)	PROPOSED The Travelers Indemnity Company of Connecticut (Travelers Group)
Cyber Liability	Premium	\$3,966.00	\$4,344.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$3966.00	\$4,344.00
	Annualized Cost	-	-
Crime	Premium	\$3,167.00	\$3,167.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$3,167.00	\$3,167.00
	Annualized Cost	-	-
Umbrella	Premium	\$46,709.00	\$49,988.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$46,709.00	\$49,988.00
	Annualized Cost	-	-
TOTAL TRAVELERS		TRAVELERS EXPIRING	TRAVELERS RENEWAL
		\$1,847,854.00	\$1,882,959.00
	-	-	-
	-	\$1,847,854.00¹	\$1,882,959.00¹
	-	-	-

¹ This represents a 1.89% increase.

Note: The Flood Deductible for Contractors Equipment has been increased to \$100K (discussed last year)

Note: The autos and equipment that maintain the airport tarmac, runways etc are excluded. Covered under Aviation policy



LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED
Fiduciary Liability	Premium	\$12,500.00	\$13,019.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$12,500.00	\$13,019.00
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Excess Workers' Compensation	Premium	\$112,032.00	\$117,036.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$112,032.00	\$117,036.00
	Payroll	\$71,448,798	\$72,289,177
	Retention	Police/Fire: \$650K All others: \$600K	Police/Fire: \$650K All others: \$600K
Aviation Liability	Premium	\$11,781.00	\$11,781.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$11,781.00	\$11,781.00
	Annualized Cost	-	-
	TRIA Premium	\$11,781.00	\$11,781.00
Storage Tank Liability	Premium	\$5,662.00	\$5,892.00
	Taxes	-	-
	Srchrg & Asmnt	-	-
	Total Fees	-	-
	Estimated Cost	\$5,662.00	\$5,892.00
	Annualized Cost	-	-
	TRIA Premium	Included	Included
Equipment Floater	Premium	\$1,103.00	Included in Fine Arts Policy
	Taxes	-	
	Srchrg & Asmnt	-	
	Total Fees	-	
	Estimated Cost	\$1,103.00	
	Annualized Cost	-	



LINE OF COVERAGE		EXPIRING PROGRAM	PROPOSED	
Santa Fe Solid Waste Pollution Liability Including General Liability	Premium	\$34,189.00	\$34,043.00	
	Taxes	\$1,056.73	\$1,052.34	
	Srchrg & Asmnt	-	-	
	Total Fees	\$1,000.00	\$1000.00	
	Estimated Cost	\$36,587.73	\$36,095.34	
	Annualized Cost	-	-	
	TRIA Premium	Included	Included	
Inland Marine - Fine Arts	Premium	\$2,888.00 ²	\$3,000.00 ^{2a}	\$4,200.00
	Taxes	-	-	-
	Srchrg & Asmnt	-	-	\$2mm Limit
	Total Fees	-	-	-
	Estimated Cost	\$2,888.00	\$3,000.00	\$4,200.00
Annual Broker Fee		\$68,959.00	\$71,028.00	
TOTAL ALL OTHER		\$251,512	\$257,851	
ESTIMATED TOTAL PREMIUM		\$2,099,366	\$2,140,810 ³	

²Total Premium includes Floater Policy (Library ONLY) with \$500 Deductible and Fine Arts Policy (Marcy St ONLY) with \$2,500 Deductible

^{2a}Coverage for Fine Arts for ALL locations owned and operated by City; Deductible \$1,000 and \$5,000 for outdoor sculptures. Extended coverage for consignments; broader policy form; \$1mm Limit

³Overall premium represents 1.97% increase from expiring.



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 24, 2015
SANTA FE COMMUNITY
CONVENTION CENTER

AFTERNOON SESSION – 5:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – June 10, 2015
9. PRESENTATIONS
 - a) Muchas Gracias – Former Planning Commissioners Angela Bordegaray, Renee Villareal, Lawrence Ortiz and John Padilla. (Mayor Gonzales) (5 Minutes)
 - b) International Folk Art Market; Tourism and Community Impact. (Connie Burke) (5 Minutes)
10. CONSENT CALENDAR
 - a) Request for Approval of Cooperative Agreement – Design and Right-of-Way Acquisition for Roundabout at Agua Fria Street/Cottonwood Drive Intersection; New Mexico Department of Transportation. (John Romero)
 - b) Request for Approval of Amendment No. 3 to Professional Services Agreement – Radio Advertising to Promote and Market the City Parks & Recreation Department; Hutton Broadcasting, LLC. (Liza Suzanne)
 - c) Request for Approval of Four-Month Emergency Procurement and Professional Services Agreement – Security Services at Municipal Parking Facilities, City Hall, Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails; Blackstone Security Services, Inc. (Noel Correia)
 - d) Request for Approval of Donation of Fire Truck to the Sierra Bonita Volunteer Fire Department. (Robert Rodarte)



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 24, 2015
SANTA FE COMMUNITY
CONVENTION CENTER

- s) Request for Approval of Agreement – FY 2015/16 Coordinate Outlined Services Through the Santa Fe Regional Juvenile Justice Board; State of New Mexico Children Youth and Families Department. (Richard DeMella)
- t) Request for Approval of Grant Award and Professional Services Agreement – VO2 Max (Cardiopulmonary) Testing for Santa Fe Fire Department Personnel; University of New Mexico and Approval of Budget Increase in the Amount of \$61,200. (Jan Snyder)
- u) Request for Approval of Renewal for Fiscal Year 2015/2016 Comprehensive Insurance Program Coverage for City of Santa Fe (RFP #12/19/P); A.J. Gallagher Risk Management Services. (Barbara Boltrek)
- v) Request for Approval of Procurement Under Cooperative Price Agreement – City-Wide Building Supplies and Services for FY 2015/16 and 2016/17; Home Depot. (Robert Rodarte)
- w) Request for Approval of Procurement Under Cooperative Price Agreement - City-Wide Auto and Truck Supplies and Service for FY 2015/16 and 2016/17. (Robert Rodarte)
 - Carquest
 - Napa
 - O'Reilly's
- x) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 325 Sanchez Street. (Matthew O'Reilly and Edward Vigil)
- y) Request for Final Approval of the Sale of Approximately 221 Square Feet of City-Owned Real Estate (City Parcel 1) Adjoining the Northern Boundary of 319 Sanchez Street. (Matthew O'Reilly and Edward Vigil)
- 11. Request for Approval of Appointment of Municipal Court Pro Tem Judges Pursuant to §2-3.4(C); Anthony Tupler, Paul Biderman, Virginia Vigil and Stephen Pfeffer. (Judge Ann Yalman)
- 12. CONSIDERATION OF RESOLUTION NO. 2015-____. (Councilor Dominguez)
A Resolution Directing Staff to Send a Letter on Behalf of the City of Santa Fe to the New Mexico Delegation in Support of the CCM-Care Act That Would Increase Care Facilities and Research on Cavernous Angioma; Transmitting A Copy of this Resolution to the Directors of the NIH, FDA and CDC Urging Them to Provide Necessary Resources to Research Potential Treatments for CCM. (Terrie Rodriguez)

ITEM # 12-0405

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and for staff of City departments as requested.
- B. Proactively provide ongoing review and analysis of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.
- C. Assure that insurance policies are placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.
- D. Review policies and other documents in detail within 14 days of receipt of the documents to check the wording and accuracy of each policy, binder,

certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers licensed in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, cost, and extent of coverages that should be considered.

I. Provide oversight and ensure compliance of third party administrators assigned to handle the City accounts.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. From July 1, 2012 to July 1, 2013, the City shall pay to the Contractor in full payment for services rendered, a sum not to exceed sixty five thousand dollars (\$65,000.00) inclusive of applicable gross receipts taxes. Effective July 1st of each fiscal year, the City shall pay to the Contractor in full payment for services rendered, \$65,000 plus a 3% annual increase, inclusive of applicable gross receipt taxes, for the remainder of the term of this Agreement.

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, approval and acceptance by the City of monthly detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. 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 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020, unless sooner pursuant to Article 6 below.

6. TERMINATION

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

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, it is based upon a monthly service basis, therefore, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. 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.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, 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 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 Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor 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 Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. 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.

22. NOTICES

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:

City of Santa Fe
Risk Management/ Safety Division
200 Lincoln Avenue
Santa Fe, NM 87504

Contractor: Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656

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

CITY OF SANTA FE:

David Coss

DAVID COSS, MAYOR

DATE: 6/15/12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
REC'D 6/15/12

APPROVED AS TO FORM:

Judith Amer for
GENO ZAMORA, CITY ATTORNEY
5/31/12

CONTRACTOR:
Arthur J. Gallagher & Co.

By: Steve Younger
(Name & Title)

Title: Area President

Date: 6-20-2012

Fed. ID, GRS# 94-3015711
City of Santa Fe Business
Registration # 12-111023

APPROVED:



DR. MELVILLE L. MORGAN, FINANCE DIRECTOR

06/14/12

62012 555 300
Business Unit Line Item
various funds



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2014

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

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

PRODUCER 1-312-704-0100 Arthur J. Gallagher Risk Management Services, Inc. 300 South Riverside Plaza Suite 1900 Chicago, IL 60606 Direct all inquiries to email	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Chi_Certificates@ajg.com																					
INSURED Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 18201 Von Karman, Suite #200 Irvine, CA 92612	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>LEXINGTON INS CO</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td>XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	LEXINGTON INS CO	19437	INSURER B:	XL SPECIALTY INS CO	37885	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: 41829491 REVISION NUMBER:

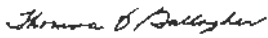
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/PROP 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)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
	Y/N N/A						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions			015012431	09/01/14	09/01/15	Each Wrongful Act	20,000,000
B	(Claims Made)			ELU13573314	09/01/14	09/01/15	Aggregate	20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

For evidence of insurance coverage only	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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**SUMMARY INDEX
SANTA FE CITY COUNCIL MEETING
Wednesday, June 24, 2015**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1
APPROVAL OF CONSENT CALENDAR	Approved [amended]	2
CONSENT CALENDAR LISTING		2-5
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING – JUNE 10, 2015	Approved	5
<u>PRESENTATIONS</u>		
MUCHAS GRACIAS – FORMER PLANNING COMMISSIONERS ANGELA BORDEGARAY, RENEE VILLARREAL, LAWRENCE ORTIZ AND JOHN PADILLA		5-7
INTERNATIONAL FOLK ART MARKET; TOURISM AND COMMUNITY IMPACT		7-8
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF FOUR-MONTH EMERGENCY PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT – SECURITY SERVICES AT MUNICIPAL PARKING FACILITIES, CITY HALL, SANTA FE COMMUNITY CONVENTION CENTER, PUBLIC LIBRARIES, MUNICIPAL COURT AND SANTA FE TRAILS; BLACKSTONE SECURITY SERVICES, INC.	Approved w/direction to staff	9-11
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT -- ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) SOLUTION SELECTION AND CONSULTING SERVICES FOR CITY OF SANTA FE (RFP #15/18/P); BERRYDUNN	Approved w/direction to staff	11-15

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
<p>REQUEST FOR APPROVAL OF RENEWAL FOR FISCAL YEAR 2015/2016 COMPREHENSIVE INSURANCE PROGRAM COVERAGE FOR CITY OF SANTA FE (RFP #12/19/P); A.J. GALLAGHER RISK MANAGEMENT SERVICES</p> <p>***** END OF CONSENT CALENDAR DISCUSSION *****</p>	Approved w/request to staff	16-17
<p>REQUEST FOR APPROVAL OF APPOINTMENT OF MUNICIPAL COURT PRO-TEM JUDGES PURSUANT TO §2-3.4(C); ANTHONY TUPLER, PAUL BIDERMAN, VIRGINIA VIGIL AND STEPHEN PFEFFER</p>	Approved	17-18
<p>CONSIDERATION OF RESOLUTION NO. 2015-60. A RESOLUTION DIRECTING STAFF TO SEND A LETTER ON BEHALF OF THE CITY OF SANTA FE TO THE NEW MEXICO DELEGATION IN SUPPORT OF THE CCM-CARE ACT THAT WOULD INCREASE CARE FACILITIES AND RESEARCH ON CAVERNOUS ANGIOMA; TRANSMITTING A COPY OF THIS RESOLUTION TO THE DIRECTORS OF THE NIH, FDA AND CDC URGING THEM TO PROVIDE NECESSARY RESOURCES TO RESEARCH POTENTIAL TREATMENTS FOR CCM</p>	Approved	18-19
<p>CONSIDERATION OF RESOLUTION NO. 2015-61. A RESOLUTION AMENDING RESOLUTION NO. 2015-42 TO CLARIFY THAT MEMBERS OF THE PARKS AND OPEN SPACES ADVISORY COMMISSION (POSAC) AT THE TIME SAID RESOLUTION WAS ADOPTED SHALL CONTINUE AS INTERIM MEMBERS OF THE PARKS AND RECREATION ADVISORY COMMISSION (PARC) UNTIL THE MAYOR HAS APPOINTED PERMANENT MEMBERS TO THE COMMISSION; PERMITTING THE INTERIM CHAIR OF PARC TO APPOINT INTERIM MEMBERS TO SUBCOMMITTEES CREATED IN ACCORDANCE WITH RESOLUTION 2015-42</p>	Approved	19-20
<p>PURSUANT TO RESOLUTION #2011-56 AND SECTION 1-7.11 SFCC 1987, REVIEW AND UPDATE OF NEW MEXICO OPEN MEETINGS ACT, INSPECTION OF PUBLIC RECORDS ACT, CITY OF SANTA FE ETHICS ORDINANCE AND NEW MEXICO GOVERNMENTAL CONDUCT ACT</p>	Presentation/discussion	20-23



Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

License #: 0726293

KOPNA1

Phone: (949)349-9800

Fax: (949)349-9900

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

Invoice # 1397332	Page 1 of 2
Account Number	Date
SANTFE0-01	7/1/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$1,882,959.00

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
Cyber Liability PolicyNumber: 14S09919 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204265	7/1/2015	7/1/2015	RENB	Cyber Renewal	\$4,344.00
Commercial Package PolicyNumber: 15N80223 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204260	7/1/2015	7/1/2015	RENB	Liability Package Renewal	\$1,159,577.00
Umbrella PolicyNumber: 15N80235 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204270	7/1/2015	7/1/2015	RENB	Umbrella Renewal	\$49,988.00
Crime PolicyNumber: 6302C41023A Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204267	7/1/2015	7/1/2015	RENB	Crime Renewal	\$3,167.00
Automobile PolicyNumber: 810-2C410241 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204263	7/1/2015	7/1/2015	RENB	Auto Renewal	\$418,312.00
Property PolicyNumber: H-630-2C41023A-IND-15 Company: The Travelers Indemnity Company of CT Effective: 7/1/2015 to 7/1/2016					
7204257	7/1/2015	7/1/2015	RENB	Property Renewal including Inland Marine and EB	\$247,571.00

Thank you for your business

Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886



Arthur J. Gallagher & Co.

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Invoice # 1397332		Page 2 of 2
Account Number	Date	
SANTFEO-01	7/1/2015	
BALANCE DUE ON		
7/1/2015		
AMOUNT PAID	Amount Due	
	\$1,882,959.00	

Total Invoice Balance: \$1,882,959.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened.

Arthur J. Gallagher will only send you an invoice.

If at any time you need a statement, please contact your Client Service Team.

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Barbara Boltrek
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Santa Fe, NM 87504

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Invoice # 1394995	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$12,890.00

Fiduciary Liability PolicyNumber: 01-462-99-27 Company: National Union Fire Insurance Company of Pittsb Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195597	7/1/2015	7/1/2015	RENB	15-16 Fiduciary Renewal Premium	\$12,890.00

Thank you for your business

Total Invoice Balance: \$12,890.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened. Arthur J. Gallagher will only send you an invoice. If at any time you need a statement, please contact your Client Service Team.

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Invoice # 1395940	Page 1 of 1
Account Number	Date
SANTFEO-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$5,892.00

Environmental Liability PolicyNumber: G27064231-004 Company: ACE American Insurance Company Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200171	7/1/2015	7/1/2015	RENB	15-16 Storage Tank Renewal Premium	\$5,892.00

Thank you for your business

Total Invoice Balance: \$5,892.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened. Arthur J. Gallagher will only send you an invoice. If at any time you need a statement, please contact your Client Service Team.

Please include invoice number with your remittance to expedite processing.

Please send your remittance to: Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886



Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
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Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

License #: 0726293

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Invoice # 1401442	Page 1 of 1
Account Number	Date
SANTFE0-01	7/6/2015
BALANCE DUE ON	
7/6/2015	
AMOUNT PAID	Amount Due
	\$71,028.00

Risk Management Fee PolicyNumber: BROKER FEE Company: Arthur J Gallagher - Aliso Viejo Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7218048	7/1/2015	7/6/2015	AFEE	15-16 Annual Broker Fee	\$71,028.00

Thank you for your business

Total Invoice Balance: \$71,028.00

Good for the environment. Less paper for you!

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Invoice # 992644	Page 1 of 1
Account Number	Date
SANTFEO-01	7/5/2014
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$11,781.00

Aviation	PolicyNumber: 9959-1934-04	Company: Federal Insurance Company	Effective: 7/1/2015 to 7/1/2016		
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
4926871	7/1/2015	7/1/2015	RENB	Airport Liability renewal	\$11,781.00
Total Invoice Balance:					\$11,781.00

Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
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Los Angeles, CA 90074-2886



Arthur J. Gallagher & Co.

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Barbara Boltrek
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Santa Fe, NM 87504

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Invoice # 1399743	Page 1 of 1
Account Number	Date
SANTFE0-01	7/2/2015
BALANCE DUE ON	
7/2/2015	
AMOUNT PAID	Amount Due
	\$36,095.34

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7211871	7/1/2015	7/2/2015	RENB	15-16 SFSWMA Pollution Liability Renewal Premium	\$34,043.00
7211872	7/1/2015	7/2/2015	CFEE	Broker Fee	\$1,000.00
7211873	7/1/2015	7/2/2015	SLTX	State Tax	\$1,052.34

Thank you for your business

Total Invoice Balance: \$36,095.34

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License #: 0726293

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Invoice # 1395022	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$3,000.00

Fine Arts	PolicyNumber: HTB-000069-002	Company: Ironshore Indemnity Inc.	Effective: 7/1/2015 to 7/1/2016		
Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7195664	7/1/2015	7/1/2015	RENB	15-16 Fine Arts Renewal Premium	\$3,000.00

Thank you for your business

Total Invoice Balance: \$3,000.00

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened. Arthur J. Gallagher will only send you an invoice. If at any time you need a statement, please contact your Client Service Team.

Please include invoice number with your remittance to expedite processing.

Please send your remittance to: Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886



Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
18201 Von Karman Ave Suite 200
Irvine, CA 92612

Phone: (949)349-9800 Fax: (949)349-9900

City of Santa Fe
Barbara Boltrek
P.O. Box 909
Santa Fe, NM 87504

License #: 0726293

KOPNA1

Invoice # 1396080	Page 1 of 1
Account Number	Date
SANTFE0-01	6/30/2015
BALANCE DUE ON	
7/1/2015	
AMOUNT PAID	Amount Due
	\$117,036.00

Workers Comp PolicyNumber: SP4053474 Company: Safety National Casualty Corporation Effective: 7/1/2015 to 7/1/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
7200818	7/1/2015	7/1/2015	RENB	15-16 Excess Workers' Compensation renewal	\$117,036.00

Thank you for your business

Total Invoice Balance: \$117,036.00

Good for the environment. Less paper for you!

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Arthur J. Gallagher will only send you an invoice.

If at any time you need a statement, please contact your Client Service Team.

Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
PO Box 742886
Los Angeles, CA 90074-2886

Signature:

Email: fadunaway@santafenm.gov

Signature:

Email: mtmccoy@santafenm.gov

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESIONAL SERVICES AGREEMENT
ITEM#12-0405**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 13, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Arthur J. Gallagher & Co. (AJ Gallagher) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to act as an Independent insurance advisor to the City of Santa Fe and proactively and provide ongoing unbiased professional advice and recommendations that benefit the City and its members.

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. COMPENSATION.

Article 3, paragraph A of the Agreement is amended, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for service rendered, a sum not to exceed seventy seven thousand six hundred and thirteen dollars and thirty two cents (\$77,613.32) for FY 2020-21, inclusive of applicable gross receipts taxes. Payment shall be made for services

actually rendered, in accordance with the Fee and Payment Schedule Exhibit "A" attached hereto and incorporated herein.

2. TERM:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2021.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ARTHUR J. GALLAGHER & CO.

ALAN WEBBER, MAYOR

MARIA KING
AREA PRESIDENT

DATE: _____

DATE: _____

CRS#94-3015711

Registration #12-00046454

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 10, 2020 13:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

6001750.555300

Org. Name/Org.#






2020 06 10 Amendment#1 AJ Gallagher

Final Audit Report

2020-06-10

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By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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"2020 06 10 Amendment#1 AJ Gallagher" History

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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: June 1, 2020

TO: Quality of Life Committee, Public Utilities/Public Works Committee, and Governing Body

VIA: Erin McSherry
City Attorney

From: *Elias Isaacson*
Elias Isaacson, Planning & Land Use Director

ISSUE:

This proposal includes amendments to Sections 14-6.2(A)(5)-(8) SFCC 1987 and 14-11.4 SFCC 1987 of the Land Use Code. The proposed amendments aim to improve administration and enforcement of the City's Short-Term Rental (STR) program and to create a system for imposing civil penalties on owners that operate STR units without proper authorization from the Land Use Department. The legislative sponsors of these amendments include Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal. Under Section 14-3.3(A)(4), all amendments to the Land Use Code require a public hearing, review, and recommendation from the Planning Commission prior to consideration by the Governing Body.

(Elias Isaacson Planning and Land Use Director, esisaacson@santafenm.gov, 955-6 370; and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

EXECUTIVE SUMMARY:

Amendments to two (2) existing ordinances are under consideration.

Amendments to Subsection 14-6.2(A)(5)-(8) SFCC 1987 will amend and clarify the existing Short-Term Rental Ordinance. The ordinance will retain the City's existing limitation on the total number of permits that may be issued by the land use department, which is a maximum of one-thousand (1000) permits. The City previously adopted this limitation by resolution. Additionally, the ordinance will prospectively limit the number of Short-Term Rental Permits to one per natural person. The Ordinance will also prospectively limit the proximity of



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Short-Term Rental units on Residentially Zoned property and will require a local operator for Short-Term Rental Units. Finally, the ordinance will require permit holders and host platforms to adhere to new record -keeping and reporting provisions.

Amendments to Section 14-11.4 SFCC 1987 include provisions for adopting civil penalties, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The amended ordinance would also clarify the circumstances under which the Land Use Director may revoke permits, including short-term rental permits, and would permit the Land Use Director to order a one-year waiting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance.

Section 14-3.3, "Amendments to Text of Chapter 14," outlines the process for amending the text of the Land Use Code. To make a positive recommendation to the Governing Body, the Planning Commission must find that a text amendment meets the six criteria set forth in Section 14-3.3(B). The criteria are set forth below, followed by the Land Use Director's assessment of each.

(1) compliance with law;

The proposed amendments comply with municipal, state, and federal law concerning the regulation of short-term rentals.

(2) consistency with the general plan;

Although the General Plan does not speak directly to the regulation of short-term rental units, the proposed amendments will further many of the themes and policies set forth in the General Plan, including enhancing the quality of life for residents; fostering economic diversity; maintaining Santa Fe's unique personality, sense of place and character; and preserving an community-oriented downtown.

(3) consistency with other policies adopted by the governing body;

The policy objectives behind the proposed amendments are consistent with other policies adopted by the Governing Body and are described on the attached chart, which summarizes the sponsors' policy objectives and regulatory strategies.

(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;

The proposed amendments are consistent with the general purposes of the Land Use Code, as set forth in SFCC Section 14-1.3, because they are intended to promote the health, safety, order, convenience, prosperity, and general welfare of the residents of Santa Fe.



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(5) consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and

The proposed amendments to the Short-Term Rental Ordinance and the Land Use Code Enforcement Ordinance are intended to work in concert and with other provisions of the Santa Fe City Code, including the provisions governing business licenses and the collection of lodgers' tax.

(6) consistency with any approved neighborhood conservation overlay districts.

The amendments are consistent with the regulations that apply in the City's overlay districts.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments to clarify and amend the existing Short-Term Rental Ordinance set forth in Subsection 14-6.2(A)(5) SFCC 1987. Staff also recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments that would amend Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions.

ATTACHMENTS:

1. Proposed Text Amendments
2. Chart Summarizing Policy Objectives and Regulatory Strategies
3. FIRs

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

2 **BILL NO. 2020-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6 Councilor Signe I. Lindell

7 Councilor Carol Romero-Wirth

8 Councilor Renee Villarreal

9
10 **AN ORDINANCE**

11 **AMENDING SECTION 14-11.4 OF THE LAND DEVELOPMENT CODE TO ADOPT**
12 **CIVIL PENALTY PROVISIONS, A CIVIL FINE SCHEDULE, AND CIVIL CITATION**
13 **PROCEDURES FOR LAND USE CODE ENFORCEMENT ACTIONS; AND TO**
14 **PERMIT THE LAND USE DIRECTOR TO ORDER A ONE-YEAR WAITING PERIOD**
15 **FOR APPLICATION FOR SHORT-TERM RENTAL PERMIT BY A PERSON WHO**
16 **HAS VIOLATED THE SHORT-TERM RENTAL ORDINANCE, SECTION 14-6.2(A)(5)**
17 **SFCC 1987.**

18
19 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

20 **Section 1. Section 14-11.4 of the Land Development Code (being Ord. No.**
21 **2011-37, § 14, as amended) is amended to read:**

22 **14-11 ENFORCEMENT**

23 **14-11.4 REMEDIES AND PENALTIES**

24 **(A) Remedies**

25 **(1) If a *structure* is erected, constructed, reconstructed, *altered*, repaired,**

1 converted, or maintained in violation of Chapter 14; or a *structure* or *property* is used
2 in violation of Chapter 14; or if any other violation of this chapter occurs,
3 the *governing body*, *city attorney*, enforcement officer, or other proper *city* official
4 may institute appropriate actions or proceedings to prevent, restrain, correct, or abate
5 such violation or to mandate compliance.

6 (2) The *land use director* may:

7 (a) withhold or revoke permits that the director is authorized to
8 issue, including construction *permits* and short-term rental permits, if the
9 applicant or permittee has violated a regulation relating to the granting of the
10 permit, or if in the judgment of the land use director the public welfare
11 requires that the permit be revoked or withheld;

12 (b) withhold or revoke *certificates of occupancy*;

13 (c) withhold the recording of *plats* or *development* plans;

14 (d) order discontinuance of illegal use of land or *structures*;

15 (e) order discontinuance of any illegal work being done;

16 (f) order removal of illegal *structures* or *alterations*; ~~and~~

17 (g) order that any land or *structure* modified in violation of this
18 Chapter be restored to compliance; or

19 (h) order a one (1)-year waiting period for *application* for a short-
20 term rental *permit* by a person who has operated a *short-term rental unit* in
21 violation of the short-term rental ordinance, subsection 14-6.2(A)(5), or has
22 failed to pay or report taxes on the *short-term rental unit* as required by law.

23 (3) The *land use director* may use one or more of the remedies and
24 penalties provided in this Article 14-11 without limiting the authority of the *land use*
25 *director* or other officials to take other enforcement actions provided in this Code,

1 including the suspension or revocation of a *permit* by the *building official* pursuant to
2 Chapter 7 Building and Housing, or ~~[to pursue]~~ the pursuit of other legal remedies.

3 (B) **Fines, Imprisonment**

4 Violations of Chapter 14 or of terms of approvals made pursuant to this chapter
5 may be punished as provided in ~~[Article]~~ Section 1-3 SFCC 1987 (General Penalty) ~~[of~~
6 ~~the Santa Fe City Code]~~.

7 (C) **Civil Penalties**

8 (1) Assessment of Civil Fines. In addition to other penalties or remedies,
9 the land use director may assess a ~~[penalty fee may be assessed for construction with~~
10 ~~proper permit approvals in accordance with a schedule adopted by resolution of~~
11 ~~governing body]~~ civil fine for any of the following:

12 (a) violation of any provision of Chapter 14;

13 (b) construction or other development without a required permit ;

14 (c) rental of a short-term rental unit without a permit or
15 registration;

16 (d) misrepresentation of fact on an application submitted to the
17 land use department; or

18 (e) failure to pay or report fees or taxes owed.

19 (2) Civil Fine Schedule. Each act subject to a civil fine constitutes a
20 separate civil violation. For violations that can be remedied within one day, each day
21 after receipt of notice of violation constitutes a separate civil violation. A civil violation
22 shall subject the applicant, permittee, owner, operator of a short-term rental unit,
23 and/or tenant, as applicable, to the following civil fines for violations during any
24 consecutive thirty-six (36)-month period:

25 (a) a civil fine of one hundred dollars (\$100.00) for the first

1 offense;

2 (b) a civil fine of two hundred and fifty dollars (\$250.00) for the
3 second offense; and

4 (c) a civil fine of five hundred dollars (\$500.00) for the third and
5 subsequent offenses.

6 (3) Civil Citation. If the *land use director* determines that a civil penalty
7 should be assessed, the land use department shall issue a written civil citation.

8 (a) Delivery. The civil citation shall be posted on the *property* in a
9 conspicuous place; delivered in person; or mailed by certified mail, return
10 receipt requested, to the last-known address of the *applicant, permittee, owner,*
11 operator of a *short-term rental unit*, and/or tenant, as applicable.

12 (b) Form and Contents. The civil citation shall contain the
13 following information:

14 (i) the address where the violation occurred;

15 (ii) a description of the specific violation;

16 (iii) a statement of whether this is the first, second, or third
17 or subsequent offense;

18 (iv) instructions for submitting payment of the civil fine;

19 (v) a statement that within fifteen (15) days of issuance of
20 the civil citation the cited person must either pay the civil fine or
21 submit a written request for hearing;

22 (vi) the name and phone number of the *city* employee from
23 whom the person cited may obtain further information or submit a
24 request for hearing; and

25 (vii) a copy of this subsection 14-11.4.

1 (4) Administrative Hearing.

2 (a) Request for Hearing. A person who is issued a civil citation
3 may request an administrative appeal hearing before a hearing officer, who
4 shall be appointed by the city manager. A request for hearing must be made in
5 writing and must be submitted to the *land use director* within fifteen (15) days
6 of the date that the civil citation was posted, delivered, or mailed.

7 (b) Deposit Pending Appeal. An amount equal to the civil fine
8 assessed must accompany a request for hearing. The *city* shall hold the payment
9 as a deposit until the hearing officer makes a decision. The hearing officer shall
10 schedule a hearing within thirty (30) days of the request for hearing. If the
11 hearing officer upholds the civil citation, the *city* shall apply the deposit toward
12 the civil citation. If the hearing officer decides in favor of the requestor, the *city*
13 shall return the deposit to the requestor.

14 (5) Appeal to District Court. If the hearing officer denies an appeal, the
15 appealing party may file an appeal in the first judicial district court under Rule 1-074
16 NMRA. If the court rules in favor of the appealing party, the *city* shall dismiss the civil
17 citation and return the deposit to the requester.

18 (6) Revenue. The revenue generated through civil fines shall be retained by
19 the land use department and shall be used exclusively for enforcement of the land use
20 code.

21 **(D) Revocation of Approvals**

22 Land use and *development* approvals, [~~such as~~] including but not limited to special
23 use *permits*, *development* plan approvals, variances, design approvals by the HDRB[~~or~~
24 ~~BCDDRC and~~], construction *permits*, or short-term rental *permits*, may be revoked by
25 whichever body or official approved them, upon determining that there exists a substantial,

1 continuing, or recurring violation of any of the conditions of approval or other provisions of
2 this Code and that revocation is an appropriate remedy given the nature of the violation.

3 (1) The procedure to revoke an approval shall be similar to the procedure
4 for its issuance.

5 (a) For an approval that was granted by a *land use board* or
6 the *governing body*, a public hearing shall be required at the same body to
7 consider revocation. The *land use director* shall provide public notice of the
8 revocation hearing by publication of the meeting agenda and/or a public
9 hearing notice and by posting the *property* as required for the approval
10 hearing. The *land use director* shall also provide notice fifteen (15) days prior
11 to the hearing by certified mail with return receipt requested to the permittee
12 and to any *person* who has filed a written complaint concerning the violation.

13 (b) The *land use director* or other administrative official may
14 revoke an approval that he or she has granted upon written notice delivered to
15 the permittee by hand, by posting a notice on the *property* where the violation
16 occurs, or by certified mail with return receipt requested.

17 (2) Vacation of recorded subdivision *plats* shall be as provided in Section
18 3-20-12 NMSA 1978 and Section 23-1.2 SFCC 1987. Revocation of approved
19 amendments to the *general plan* future land use map or the official zoning map shall
20 be as provided for *city*-initiated amendments to those maps.

21 APPROVED AS TO FORM:

22
23 

24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2020/Bills/Chapter 14 Civil Penalties*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Chapter 14 Civil Penalties

Sponsor(s): Mayor Alan Webber, and Councilors Lindell, Romero -Wirth, and Villarreal

Reviewing Department(s): Land Use, City Attorney Office, Finance

Staff Completing FIR: Elias Isaacson Date: 06/01/20 Phone: 505-955-6370

Reviewed by City Attorney:  Date: Jun 10, 2020

Reviewed by Finance Director:  Date: Jun 15, 2020

Summary:

This Bill amends Section 14-11.4 SFCC 1987 by adopting civil penalty provisions, a civil fine schedule, and civil citation procedures for Land Use Code enforcement actions. The Bill also clarifies the circumstances under which the Land Use Director may revoke permits, including short-term rental permits, and would permit the Land Use Director to order a one-year waiting period for application for a short-term rental permit by a person who has violated the Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987.

Departments Affected:

Land Use, Tourism, and Finance

Consequences of Not Enacting Legislation:

If this Bill is not adopted, enforcement of the Short-Term Rental Ordinance (Section 14-6.2) will remain difficult to enforce, and issues with unpermitted short-term rental units and other violations of the Short-Term Rental Ordinance are likely to persist at unacceptable levels.

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

No conflicts or duplications exist. The amendments contained in the Bill complement existing enforcement provisions in Section 1.3 SFCC 1987 and Section 14-11.4 SFCC 1987. This Bill relates to a companion Bill that amends the Short-Term Rental Ordinance set forth in Subsection 14-6.2(A)(5) SFCC 1987. That Bill retains the existing maximum of one thousand (1000) short-term rental permits in the City; prospectively limits the number of short-term rental permits to one per natural person; prospectively limits the proximity of short-term rental units on residentially zoned property; requires a local operator for short-term rental units; and establishes new record keeping and reporting requirements for short-term rental units.

Performance and Administrative Implications:

The revised Bill will make the City's short-term rental program easier to enforce and administer by creating a clearer framework to enforce violations of Chapter 14.

Fiscal Implications:

The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance.

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
Personnel and Benefits*	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/ Professional Services	\$ _____	\$ _____	\$ _____				
Operating	\$ _____	\$ _____	\$ _____				\$ _____
Total:	\$ _____	\$ _____	\$ _____				\$ _____

* 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	\$ <u>71,250</u>	\$ <u>35,625</u>	\$ <u>17,812</u>	<u>R</u>	<u>100</u>
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ <u>71,250</u>	\$ <u>35,625</u>	\$ <u>17,812</u>		

Revenue Narrative:

The impact to revenue will depend on the number of civil fines the Land Use Department issues. The City can expect this number to be greater at first, and then taper off over time as more properties are brought into compliance. This projection assumes 250 fines will be issued in the first year, with a 50% reduction in fines each subsequent year until ultimately leveling off at a persistent rate of 40 fines per year. This projection assumes a fine of \$285, based on the average of the escalating fine amounts included in the Bill.










Chapter 14 Civil Penalties

Final Audit Report

2020-06-16

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2020-06-16 - 1:13:12 AM GMT

City of Santa Fe, New Mexico

memo

Date: June 22, 2020

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

From: Members of the Planning Commission

Via: Sally A. Paez, Assistant City Attorney

Subject: Proposed Amendments to Short-term Rental Ordinance and Land Use Code Enforcement Ordinance

On Thursday, June 18, 2020, the Planning Commission held a public hearing on proposed amendments to the Short-term Rental (STR) Ordinance, Santa Fe City Code (SFCC) Section 14-6.2(A)(5)-(6), (8); and the Land Use Code Enforcement Ordinance, SFCC Section 14-11.4. Under the SFCC, proposed amendments to the text of Chapter 14 must be submitted to the Commission for review and recommendation at a public hearing, and the Governing Body must review the Commission's recommendations and any public comments received prior to taking final action on the legislation. SFCC § 14-3.3(A)(4).

The Planning Commission received a large volume of public comment on these proposals. Staff distributed written public comments from twenty-four 24 people to the Commission, including many comments received after the formal deadline. Additionally, twenty-nine (29) members of the public spoke at the public hearing.

The Planning Commission discussed the draft legislation at length but ultimately postponed a decision on a recommendation due to the extent of the proposed substantive changes and the high volume of public comment received. The Commission will finalize its recommendation at its July 16, 2020 meeting and will consider additional written public comments received by July 9, 2020. The Commission does not plan to accept additional live comment at the July 16, 2020 hearing.

Meanwhile, the Planning Commission understands that other City committees will be considering the proposed legislation at upcoming meetings. The

Commission offers the following input and suggestions made by individual Commissioners at the June 18, 2020 meeting for consideration by these other committees. These suggestions refer to the page and line numbers of the draft Short-term Rental legislation considered at the June 18, 2020 hearing.

- **Global:** The draft legislation would remove the current distinction between STR units on residentially zoned property, which are subject to the permit limits, and STR units on non-residentially zoned property (including the Business Capital District, “BCD”) and resort property, which must be registered but are not subject to the permit limits. Suggest that this aspect of the proposal warrants further consideration and should perhaps be withdrawn.
- **Page 4, lines 19-21:** This provision states that one purpose of the legislation is to prevent the reduction of long-term housing availability. Suggest further review of whether the assumptions underlying this provision are accurate, perhaps through further consultation with Alexandra Ladd.
- **Page 5, line 25, to page 6, line 1:** This provision states that the land use director shall issue permits only to “natural persons.” Suggest clarifying that although a permit must be held in the name of a natural person, the subject property can be owned by a legal or business entity, such as a trust or LLC. For example, suggest adding language as follows: “If the subject property is owned by a legal or business entity, the permit must be held in the name of any person with legal authority to act on behalf of that entity. The fact that a permit must be issued to a natural person does not mean that the property cannot be titled in such entities as a revocable trust, an LLC, or a corporation.”
- **Page 6, lines 6-11:** This provision states that a permit is not transferrable. Suggest considering whether there should be exceptions to this rule. For example, suggest adding the following language: “A transfer that does not result in new ownership of the property, such as a transfer to the owner’s revocable trust for estate planning purposes or a transfer to an LLC where there is no change in the ownership interest in the property, is not considered a transfer for purposes of this subparagraph.”
- **Page 7, lines 3-5:** This provision states that an STR unit cannot be rented more than once in a 7-day period. Suggest further consideration of whether this applies to an STR unit on non-residentially zoned property.
- **Page 12, lines 5-10:** This provision states that a permit shall not be issued for a new STR unit on residentially zoned property if there is already a permitted STR unit within 75’. Suggest the following: (1) consider whether this rule is appropriate for all parts of the city, or whether there should be a different rule (perhaps no proximity limitation) in areas or council districts where there is not a problem with STR density; (2) suggest further review of whether 75’ is the appropriate radius; and (3) suggest further review of whether the 75’ radius should be measured from the applicant’s property boundary (as set forth in the draft) or whether it

should be measured from the center of the parcel, as determined by the city's GIS program (which was used when analyzing the effect of this provision).

- **Page 17, pages 6-11:** Suggest revising the “grandfather” provision to clarify that an STR with an existing registration shall be considered to have a valid permit under the new regulations and that the permit may be timely renewed as long as it is not revoked due to non-compliance.



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

DATE: June 29, 2020

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

FROM: *Elias Isaacson*
Elias Isaacson, Planning & Land Use Director

RE: Legislative Update - Short-Term Rental & Land Use Code Enforcement

Executive Summary:

Amendments to the Short-Term Rental Ordinance set forth in Subsections 14-6.2(A)(5)-(8) SFCC 1987 are under further review and will not be presented for consideration at this time. Amendments to the Land Use Code Enforcement Ordinance set forth in Section 14-11.4 SFCC 1987 will move forward through the Council Committees as originally scheduled.

Legislative Update:

This proposal originally included two separate bills, one amending the Short-Term Rental (STR) Ordinance set forth in Subsections 14-6.2(A)(5)-(8) SFCC 1987, and the other amending the Land Use Code Enforcement Ordinance set forth in Section 14-11.4 SFCC 1987. The proposed amendments aim to improve administration and enforcement of the City's STR program.

All amendments to the Land Use Code require a public hearing, review, and recommendation by the Planning Commission prior to consideration by the Governing Body. On June 18, 2020, the Planning Commission reviewed both bills at a public hearing. The Planning Commission wanted more time to review the amendments and the public comment received. The Commission postponed a formal recommendation but provided the attached memorandum, which includes initial input on both bills.

On June 24, the bill sponsors, which include Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal, decided to table the amendments to the STR Ordinance to consider additional revisions based on input received thus far. Amendments to the Land Use Code Enforcement Ordinance will continue on the original committee schedule.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:

Consideration of Bill No. 2020-__ : An Ordinance Amending Section 14-11.4 Of The Land Development Code To Adopt Civil Penalty Provisions, A Civil Fine Schedule, And Civil Citation Procedures For Land Use Code Enforcement Actions; And To Permit The Land Use Director To Order A One-Year Waiting Period For Application For Short-Term Rental Permit By A Person Who Has Violated The Short-Term Rental Ordinance, Section 14-6.2(A)(5) SFCC 1987. (Mayor Webber, Councilors Lindell, Romero-Wirth, Villarreal) (Eli Isaacson, Land Use Department Director, eisaacson@santafenm.gov, 955-6830) (Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

Committee Review: Planning Commission (postponed): 6/18/20
 Public Works and Utilities Committee (scheduled): 7/6/20
 City Council (request to publish) (scheduled): 7/8/20
 Finance Committee (scheduled): 7/13/20
 City Council (public hearing) (scheduled): 8/12/20

QUALITY OF LIFE COMMITTEE ACTION: Approved (removed from consent by Councilors Garcia and Rivera)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Public Works and Utilities Committee (scheduled): 7/6/20
 City Council (request to publish) (scheduled): 7/8/20
 Finance Committee (scheduled): 7/13/20

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

- f. Bill No. 2020-__ ; An Ordinance Amending Section 10-9 SFCC 1987; Amending Section 10-9.2 To Align The Intent With The Purpose Of The Bill; Amending Section 10-9.3 To Amend And Add Definitions; Amending Section 10-9.4 To Make The Property Owner Responsible; Repealing And Readopting A New Section 10-9.5 To Establish A Process For A Nuisance Investigation And Abatement Process; Repealing And Readopting A New Section 10-9.6 To Establish Tenants Rights; Amending Section 10-9.7 To Establish Enforcement Provisions To Hold The Property Owner Accountable; Amending Section 10-9.8 Regarding Reseration Of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 To Remove Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies For Public Nuisances; And Amending Section 10-9.13 Regarding The Right Of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)
- Committee Review:
Public Works and Utilities Committee (scheduled): 7/6/20
City Council (request to publish) (scheduled): 7/8/20
Finance Committee (scheduled): 7/13/20
City Council (public hearing) (scheduled): 7/29/20

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Bill No. 2020-__ Nuisance Abatement

SPONSOR(S): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

SUMMARY: The Bill amends, repeals, and creates various Sections of Section 10-9 SFCC 1987, the Nuisance Abatement Ordinance.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: Yes, but unknown at this time

DATE: June 23, 2020

ATTACHMENTS: Policy Brief
Bill
Fiscal Impact Report

Below are the proposed changes to the Nuisance Ordinance, aimed at making the nuisance abatement process more transparent and effective at solving chronic nuisances in Santa Fe.

ORDINANCE AMENDMENTS

ADJUST THE CURRENT DEFINITION OF A NUISANCE

Our nuisance ordinance very broadly defines a nuisance as:

A. Any building or structure which is ruined, damaged or dilapidated to such an extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such an extent that the building, structure or real property threatens harm to the public comfort, health, well-being, peace or safety.

B. Any property or vehicle on or in which any [of the following] illegal activities as established in federal law, New Mexico state statute, or Santa Fe city code occur or which is used to commit, conduct, promote, facilitate any illegal activities and, because of such activity or use, the property threatens harm to the public comfort, health, peace, well-being or safety.

C. A loud or unruly gathering as defined in this subsection.

D. A nuisance as defined or described in any other section of the city code.

E. Knowingly creating, performing, or maintaining anything affecting any number of citizens without lawful authority that is either:

(1) Injurious to public health, safety, [morals] or [welfare] well-being; or

(2) Interferes with the exercise and enjoyment of public rights, including the right to use public or private property.

Justification: This definition gives the City the authority to use discernment in issuing nuisance violations as it sees fit on a case by case basis. It is broad enough to cover anything that may be a nuisance, without being so specific as to limit the application of the ordinance. The current definition can also apply to “blighted” or abandoned properties, designating them nuisance properties and therefore subject to nuisance enforcement.

HOLD THE PROPERTY OWNER RESPONSIBLE

All nuisance warnings, violations, or other communications will be issued to the property owner. All responsibility of nuisance violations and repercussions will fall on the property owner. All communication from the City in regard to nuisance properties will be directed to property owners.

Justification: Targeting property owners ensures that they are made aware of troublesome tenants and that the owner will always be held responsible. We anticipate this will incentivize property owners to properly screen tenants as well as address nuisance issues as they arise.

BROADEN DEFINITION OF “PROPERTY” TO INCLUDE MULTI- UNIT PROPERTIES

A single property will be defined by ownership, not number of units. If a property owner owns multiple units on a single piece of land or in a single complex, it will be considered one property. If multiple owners own units within a condominium or townhouse complex, these are considered separate properties.

Justification: This definition will limit property owners from being able to spread nuisance violations across multiple owned units at the same location.

INSTITUTE A NUISANCE TRIGGERING SYSTEM

Six (6) police calls, land use code violations, or constituent complaints, or any combination thereof, to a property within any six (6) month period will trigger an internal Nuisance Investigation. A letter will be sent to the property owner informing them of the “incidents” and the investigation. If the investigation determines a nuisance exists, the warning and abatement process will be initiated.

The city shall not include calls for law enforcement, fire, or other first responders in the investigation if the caller had reasonable belief that an individual was in need of intervention or emergency assistance.

The City may initiate an internal investigation of a possible nuisance property that meets some but not all of the aforementioned requirements to trigger an internal investigation. For example, if a property only has 3 calls in 6 months, but they are for severe nuisances or illegal activities, it could still be deemed a nuisance by internal investigation.

Justification: This process will alert the City to possible nuisance properties before they become chronic nuisances, as well as allow the City to investigate severe, if infrequent, violators.

INSTITUTE AN INTERNAL REVIEW PROCESS

Constituent and Council Services will monitor and review all nuisance cases prior to a warning and abatement being issued. The investigation will consider number of police calls, severity of infractions, number and character of constituent calls, police statements, neighborhood testimony, past abatement plans, and any other information available to make a determination of nuisance.

Justification: This process allows the City to exercise discretion to determine if a nuisance exists. This will protect property owners from “nosey neighbors” who may frequently call the City to complain about minor issues, as well as allow the City flexibility to issue violations to severe, if infrequent, violators.

INSTITUTE AN ABATEMENT PLAN PROCEDURE

If a property is deemed a nuisance by the internal investigation, the City will issue a written nuisance violation and mandate the property owner submit an abatement plan. The abatement plan, to be submitted by the property owner to the City no later than 15 days after issuance, must include concrete steps and a timeline to abate the nuisance. The City will review and approve the abatement plan. If the

property owner needs assistance to compile their nuisance plan, the City will provide a recommended abatement plan to the homeowner.

The abatement plan cannot consist solely of eviction of victims or innocent tenants.

Once a property has been determined to be in compliance, the property will enter into a monitoring period of three (3) months. Once this monitoring period is complete, a letter will be sent to the property owner notifying them of their compliance and removal from probation.

Justification: Abatement plans allow the property owner a chance to abate the nuisance before being fined or brought to court. It gives the City multiple opportunities to engage with the property owner, and to collaborate on a plan to alleviate the problem.

ADD SECTION ON TENANTS' RIGHTS

Add section on protection of tenants:

Neither a property owner nor the city shall:

A. Prohibit or limit a tenant's right to summon police or other emergency assistance based on the tenant's reasonable belief that the tenant or any other individual is in need of intervention or emergency assistance; or

B. Impose monetary or other penalties on a tenant who summons police or emergency assistance if the assistance was requested or dispatched based on a reasonable belief that the tenant or other individual was in need of intervention or emergency assistance.

Justification: This provision protects tenants and ensures their right to call for help when needed.

DEFINE NON-COMPLIANCE REPERCUSSIONS AND ENFORCEMENT PROCESS

If a property owner fails to provide an approved abatement plan within 15 days, or they do not comply with the abatement plan within 30 days of approval, they will be considered non-compliant. At this time, the City can choose to step in and abate the nuisance, at the expense of the property owner. An additional fine of \$100 per day for each day of non-compliance can be charged to the property owner at the discretion of the City.

If the owner continues non-compliance, including non-payment, for a period of 90 days, the City can take the property owner to District Court and recommend to the courts to place a lien on the property, to force the sale of the property, or to seize the property. After 90 days of non-compliance and the City decides to pursue the case in court, the \$100 per day fine will no longer accumulate. The maximum fine will be \$9000.

The City can also pursue the issue in District Court if the property has three (3) separate nuisance violations in any two (2) year period, regardless of abatement.

Nuisance Ordinance Amendments

Justification: These changes will strengthen enforcement by instituting civil fines and by outlining a clear enforcement process to prosecute non-compliance. Additionally, the new nuisance process and case management process will provide the City much more evidence of non-compliance if the case is brought before the court. The City will have a much stronger defense after attempting to work with the property owner over the course of several months to abate the nuisance.

underscored material = new
[bracketed material] = delete

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

AN ORDINANCE

**RELATING TO THE NUISANCE ABATEMENT ORDINANCE, SECTION 10-9 SFCC
1987; AMENDING SECTION 10-9.2 TO ALIGN THE INTENT WITH THE PURPOSE
OF THE BILL; AMENDING SECTION 10-9.3 TO AMEND AND ADD DEFINITIONS;
AMENDING SECTION 10-9.4 TO MAKE THE PROPERTY OWNER RESPONSIBLE;
REPEALING AND READOPTING A NEW SECTION 10-9.5 TO ESTABLISH A
PROCESS FOR A NUISANCE INVESTIGATION AND ABATEMENT PROCESS;
REPEALING AND READOPTING A NEW SECTION 10-9.6 TO ESTABLISH
TENANTS' RIGHTS; AMENDING SECTION 10-9.7 TO ESTABLISH ENFORCEMENT
PROVISIONS TO HOLD THE PROPERTY OWNER ACCOUNTABLE; AMENDING
SECTION 10-9.8 REGARDING RESERVATION OF LEGAL OPTIONS; AMENDING
SECTION 10-9.9 REGARDING APPEALS; AMENDING SECTION 10-9.10 TO
REMOVE EXTRANEOUS LANGUAGE; REPEALING SECTION 10-9.11 REGARDING
SUPPLEMENTARY REMEDIES FOR PUBLIC NUISANCES; AND AMENDING**

1 **SECTION 10-9.13 REGARDING THE RIGHT OF ENTRY.**

2
3 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

4 **Section 1. Section 10-9.2 of SFCC 1987 (being Ord. No. 2005-1 § 9, as**
5 **amended) is amended to read:**

6 **10-9.2 Intent.**

7 A. The abatement of public nuisances for the protection of public health, safety,
8 and ~~[welfare]~~ well-being is a matter of local concern. The purpose of this section is to abate
9 public nuisances. ~~[The remedies provided in this section are directed at the property involved~~
10 ~~without regard to ownership, title or right of possession and the culpability or innocence of~~
11 ~~those who hold these rights.]~~ The remedial actions provided in this section are intended to be
12 civil in nature.

13 B. The purpose of this section is to ~~[reduce the costs of providing police, fire,~~
14 ~~and other emergency response services]~~ prevent the use of property as a public nuisance and
15 to minimize the impact of nuisance properties on surrounding neighborhoods by imposing a
16 civil fee against ~~[person responsible]~~ the property owner for conducting, aiding, allowing,
17 permitting₂ or condoning a public nuisance at a ~~[residence or other private]~~ property ~~[for the~~
18 ~~recovery of costs associated with providing law enforcement, fire₁ and other emergency~~
19 ~~response services to public nuisances]. If the city deems the property owner to be non-~~
20 compliant with the required abatement plan, the city may issue fines and may request that a
21 district court place a lien on the property pursuant to Section 10-9.7 SFCC 1987.

22 **Section 2. Section 10-9.3 of SFCC 1987 (being Ord. No. 2005-1 § 10, as**
23 **amended) is amended to read:**

24 **10-9.3 Definitions.**

25 For the purposes of this section the following definitions shall apply unless the context

1 clearly indicates or requires a different meaning.

2 *Abate* means to repair, replace, remove, destroy, bring to a halt, eliminate, or, where
3 that is not possible or feasible, to suppress, reduce, or minimize.

4 *Abatement plan* means a document including the name and address of the property
5 owner and, if applicable, the person(s) in charge of the property; the street address or a
6 description sufficient for identification of the property, building, structure, or land upon or
7 within which the nuisance is occurring; a description of or reference to the relevant nuisance
8 activities; an outline of the steps required to rectify the public nuisance(s), including a timeline
9 for completion; and an agreement by the property owner that the city may (1) inspect the
10 property as necessary to determine compliance with the abatement plan; (2) if the property
11 owner fails to comply with the abatement plan by the deadline outlined within the abatement
12 plan, abate the nuisance and recover costs, expenses, and monetary penalties pursuant to 10-9.7
13 SFCC 1987.

14 *Alcohol* means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever
15 source or by whatever process produced.

16 *Alcoholic beverage* means alcohol, spirits, liquor, wine, beer, and every liquid or solid
17 containing alcohol, spirits, wine, or beer, and which contains one-half of one percent (.5%) or
18 more of alcohol by volume and which is fit for beverage purposes either alone or when diluted,
19 mixed, or combined with other substances.

20 *Building* means a structure, as defined herein, which is enclosed with walls and a roof
21 so that there are no sides left open.

22 *Contraband* means any personal property which is illegal to own.

23 *Juvenile* means any person under eighteen (18) years of age.

24 *Loud or unruly gathering* means a party or gathering of two (2) or more persons at or
25 on a [~~residence or other private~~] property, who are causing noise that disturbs the peace or

1 obstructs public streets, including crowds of people who have spilled into public streets.

2 Incident means:

3 A. A response to the relevant property from law enforcement, fire, or other
4 emergency response provider;

5 B. Land use code citation; or

6 C. Constituent complaint.

7 *Person* means natural persons and every legal entity whatsoever, including but not
8 limited to sole proprietors, corporations, limited liability companies, partnerships, limited
9 partnerships, and associations.

10 *Personal property* means all property of every kind and nature whatsoever, including
11 cash, vehicles, animals, intangible property, and contraband, but not including real property of
12 any kind.

13 *Property* means property of all kinds, including real property and personal property, [~~as~~
14 ~~defined herein~~] including a home, yard, apartment, condominium, hotel, motel, vacant lots,
15 abandoned buildings, or a hall or meeting room, whether occupied on a temporary or permanent
16 basis, whether occupied as a dwelling, and whether owned, leased, rented, or used with or
17 without compensation.

18 Property owner means a person who holds fee simple title to any property, or a person
19 acting lawfully on behalf of the person who holds title.

20 *Public nuisance or nuisance* means:

21 A. Any building or structure which is ruined, damaged or dilapidated to such an
22 extent, or any real property which is covered with ruins, rubbish, wreckage or debris to such
23 an extent that the building, structure or real property threatens harm to the public comfort,
24 health, well-being, peace or safety; or

25 B. Any property or vehicle on or in which any [~~of the following~~] illegal activities

1 as established in federal law, New Mexico state statute, or Santa Fe city code occur or which
2 is used to commit, conduct, promote, facilitate any illegal activities and, because of such
3 activity or use, the property threatens harm to the public comfort, health, peace, well-being or
4 safety. [~~For purposes of this section, the illegal activity shall have the same definition as that~~
5 ~~contained in the section of the New Mexico Statutes Annotated (NMSA), as amended, or~~
6 ~~Chapters XII or XX SFCC 1987, as amended, listed after the illegal activity:~~

7 (1) ~~Prostitution, Section 30-9-2 NMSA; patronizing prostitutes, Section~~
8 ~~30-9-3 NMSA, promoting prostitution, Section 30-9-4 NMSA; or accepting earnings~~
9 ~~of a prostitute, Section 30-9-4.1 NMSA;~~

10 (2) ~~Sexual exploitation of children by prostitution, Section 30-6A-4~~
11 ~~NMSA;~~

12 (3) ~~Sexual exploitation of children, Section 30-6A-3 NMSA;~~

13 (4) ~~Trafficking in controlled substances, Section 30-31-20 NMSA;~~
14 ~~distributing controlled substances to a minor, Section 30-31-21 NMSA; distribution of~~
15 ~~a controlled substance, Section 30-31-22 NMSA; possession of a controlled~~
16 ~~substance, Section 30-31-23 NMSA; distributing a counterfeit controlled substance,~~
17 ~~Section 30-31-22B NMSA; distributing, manufacture, or possession of an imitation~~
18 ~~controlled substance, Section 30-31A-4 NMSA; sale of an imitation controlled~~
19 ~~substance to a minor, Section 30-31A-5 NMSA;~~

20 (5) ~~Unlawful possession, delivery, manufacture or delivery to a minor of~~
21 ~~drug paraphernalia, Section 30-31-25.1 NMSA;~~

22 (6) ~~Commercial gambling, Section 30-19-3 NMSA; permitting premises~~
23 ~~to be used for gambling, Section 30-19-4 NMSA; dealing in gambling devices,~~
24 ~~Section 30-19-5 NMSA;~~

25 (7) ~~Unlawful carrying of a deadly weapon, Section 30-7-2 NMSA~~

1 and Section 20-19 SFCC 1987; unlawful possession of a handgun, Section 30-7-2.2
2 NMSA; negligent use of a weapon, Section 30-7-4 NMSA; unlawful possession of a
3 switchblade, Section 30-7-8 NMSA; receipt, transportation or possession by a felon of
4 a firearm or destructive device;

5 (8) — Dangerous use of explosives, Section 30-7-5 NMSA; negligent use of
6 explosives, Section 30-7-6 NMSA; unlawful sale, possession or transportation of
7 explosives, Section 30-7-7 NMSA; possession of explosives, Section 30-7-19 NMSA;
8 possession of explosive device or incendiary device, Section 30-7-19.1 NMSA;

9 (9) — Shooting at a dwelling or occupied building or shooting at or from a
10 motor vehicle, Section 30-3-8 NMSA;

11 (10) — Selling, serving, giving away, disposing of, exchanging, delivering,
12 procuring, possessing or permitting the sale of alcoholic beverages to, for or by any
13 person under lawful age or to an intoxicated person, Sections 60-7A-16 and 60-7B-1
14 NMSA; using property to provide, offer or permit the consumption of intoxicating
15 liquors by persons under the age of twenty one (21) without a parent's or guardian's
16 knowledge or consent or the order of a practicing physician, or as part of a religious
17 ceremony, or failing to use reasonable control and ordinary care to keep persons under
18 the age of twenty one (21) from consuming intoxicating liquors on one's property.

19 (11) — The sale of alcoholic beverages at any place other than a valid (not
20 suspended or revoked) licensed premises, Section 60-7A-4.1 NMSA; or the unlawful
21 manufacture of alcoholic beverages, Section 60-7A-7 NMSA; or

22 (12) — Dog fighting, Section 30-18-9 NMSA; or]

23 C. A loud or unruly gathering as defined in this subsection.

24 D. A nuisance as defined or described in any other section of the city code.

25 E. Knowingly creating, performing, or maintaining anything affecting any

1 number of citizens without lawful authority that is either:

2 (1) Injurious to public health, safety, [~~morals~~] or [~~welfare~~] well-being; or

3 (2) Interferes with the exercise and enjoyment of public rights, including
4 the right to use public or private property.

5 *Real property* means land and all improvements, buildings, and structures, and all
6 estates rights and interests, legal and equitable, in the same, including, but not limited to, all
7 forms of ownership and title, future interests, condominium rights, time-share rights,
8 easements, water rights, mineral rights, oil and gas rights, space rights, and air rights.

9 ~~[Residence or other private property means a home, yard, apartment, condominium,~~
10 ~~hotel or motel room, or other dwelling unit, or a hall or meeting room, whether occupied on a~~
11 ~~temporary or permanent basis, whether occupied as a dwelling, party or other social function,~~
12 ~~and whether owned, leased, rented, or used with or without compensation.~~

13 ~~*Response costs* means the costs associated with responses by law enforcement, fire and~~
14 ~~other emergency response providers to loud or unruly gatherings including, but not limited to:~~

15 ~~A. Salaries and benefits of law enforcement, fire or other emergency response~~
16 ~~personnel for the amount of time spent responding to, remaining at, or otherwise dealing with~~
17 ~~loud or unruly gatherings, and the administrative costs attributable to such response(s);~~

18 ~~B. The cost of any medical treatment to or for any law enforcement, fire or other~~
19 ~~emergency response personnel injured responding to, remaining at or leaving the scene of a~~
20 ~~loud or unruly gathering;~~

21 ~~C. The cost of repairing any city equipment or property damaged, and the cost of~~
22 ~~the use of any such equipment, in responding to, remaining at or leaving the scene of a loud or~~
23 ~~unruly gathering.~~

24 ~~*Responsible person* means a person or persons with a right of possession in the~~
25 ~~residence or other private property on which a public nuisance is located, including, without~~

1 ~~limitation:~~

- 2 A. ~~An owner of the residence or other private property; or~~
3 B. ~~A tenant or lessee of the residence or other private property;~~
4 C. ~~The landlord of another person responsible for the gathering;~~
5 D. ~~The person(s) in charge of the residence or other private property; and~~
6 E. ~~The person(s) who organizes, supervises, officiates, conducts or controls the~~
7 ~~gathering or any other person(s) accepting responsibility for such a gathering].~~

8 *Structure* means anything constructed, erected, or placed upon real property which is so
9 firmly attached to the land as to be reasonably considered part of the real estate, and includes
10 building of every type and nature whatsoever.

11 *Underage person* means any person under twenty-one (21) years of age.

12 *Vehicle* means every device in, upon, or by which any person or property is or may be
13 transported or drawn upon a highway, including any frame, chassis, or body of any vehicle or
14 motor vehicle, except devices moved exclusively by human power or used exclusively upon
15 stationary rails or tracks.

16 **Section 3. Section 10-9.4 of SFCC 1987 (being Ord. No. 2011-2 § 4) is amended**
17 **to read:**

18 **10-9.4 Responsibility.**

19 A. Every property [~~occupant, lessee or holder~~] owner of any possessory interest
20 of a [~~residence or other private~~] property within the city of Santa Fe is required to maintain,
21 manage, and supervise the property and all persons thereon in a manner so as not to violate the
22 provisions of this section. The [~~owner of the~~] property owner remains liable for such
23 violations regardless of any contract or agreement with any third party regarding the property.

24 B. The [~~responsible person~~] property owner shall not conduct, aid, allow, permit,
25 or condone a public nuisance at the owner's [~~residence or other private~~] property.

1 C. If ~~[a responsible person for the nuisance]~~ the property owner of the property
2 on which a nuisance occurs is a juvenile, then the parents or guardians of that juvenile and the
3 juvenile will be jointly and severally liable for the ~~[response]~~ abatement costs or fines
4 incurred pursuant to this section.

5 D. ~~[To incur liability for response costs imposed by this section, t]~~ A [responsible
6 ~~person]~~ property owner need not be present when a nuisance occurs in order for an
7 investigation, submittal of an abatement plan, fines, or a lien against the property to result [the
8 ~~response giving rise to the imposition of response costs]~~. This section therefore imposes
9 vicarious as well as direct liability upon a ~~[responsible person]~~ property owner.

10 **Section 4. Section 10-9.5 of SFCC 1987 (being Ord. No. 2011-2 § 5) is hereby**
11 **repealed.**

12 **Section 5. [NEW MATERIAL] A new Section 10-9.5 of SFCC 1987 is ordained**
13 **to read:**

14 **10-9.5 Nuisance investigation and abatement plan.**

15 A. Internal nuisance investigation.

16 1. The city shall initiate an internal nuisance investigation when a property
17 accumulates six (6) incidents within a six (6) month period. Such investigation shall
18 consider the number and severity of the incidents; law enforcement, fire, or first
19 responder statements; neighborhood testimony; past abatement plans; the relative impact
20 of the incidents on the public; and any other available information with which to make a
21 determination of a nuisance. The city shall not include calls for law enforcement, fire, or
22 other first responders in an investigation, if the caller was seeking emergency assistance
23 for the safety of themselves or others.

24 2. When it has initiated an internal nuisance investigation, the city shall
25 send the property owner a letter describing the relevant incidents and alerting the owner

1 that the City has initiated an investigation.

2 3. If, in consultation with the city attorney's office, the assigned City
3 representative determines a nuisance exists pursuant to the internal nuisance
4 investigation, the City shall issue a notice of violation and initiate the abatement process.

5 4. The City may start an internal nuisance investigation before six (6)
6 incident occur, if the incidents are egregious.

7 B. Abatement process.

8 1. In its notice of violation, the city shall require the property owner to
9 submit an abatement plan.

10 2. The property owner shall submit the abatement plan to the city within
11 fifteen (15) days after receipt of the notice of violation. If the deadline for submission
12 falls on a Saturday, Sunday, or federal or city holiday, the deadline shall be extended to
13 the next regular business day.

14 3. Corrective action in the abatement plan may include any of the
15 following:

16 a. More effective screening of tenants, lease provisions, and lease
17 enforcement;

18 b. Implementing physical improvements;

19 c. Providing security for the property;

20 d. Evicting persons responsible for the nuisance activity; an
21 abatement plan shall not solely consist of eviction;

22 e. Pursuing other remedies available to the owner pursuant to any
23 lease or other agreement and approved by the city.

24 4. After review, the city shall approve or deny the abatement plan submitted
25 by the property owner. If the city determines the abatement plan is inadequate to abate

1 the nuisance(s), it shall be denied. If the city denies the abatement plan, the property
2 owner shall have five (5) additional days to submit an updated abatement plan. If the
3 property owner fails to provide an abatement plan, or if the city denies the abatement plan
4 a second time, the property is noncompliant and the property owner shall be subject to the
5 enforcement provisions of Section 10-9.7 SFCC 1987.

6 5. If the city approves the abatement plan, it will monitor the property for
7 compliance pursuant to the timeframe included in the abatement plan. If the property is in
8 compliance, the City will continue to monitor the property for a period of three (3)
9 months. If the property does not receive another notice of violation during the probation
10 period, the property will be considered compliant. The city shall send the property owner
11 a certified letter verifying compliance and removal from probation.

12 6. If the property owner fails to provide an approved abatement plan within
13 fifteen (15) days, or does not comply with the abatement plan within thirty (30) days of
14 approval, or as otherwise provided for in the abatement plan, then the city will consider
15 the property owner non-compliant.

16 **Section 6. Section 10-9.6 of SFCC 1987 (being Ord. No. 2011-2 § 6) is hereby**
17 **repealed:**

18 **Section 7. [NEW MATERIAL] A new Section 10-9.6 of SFCC 1987 is ordained**
19 **to read:**

20 **10-9.6 Tenants' rights.**

21 Neither a property owner nor the city shall:

22 A. Prohibit or limit a tenant's right to summon police or other emergency assistance
23 based on the tenant's reasonable belief that the tenant or any other individual is in need of
24 intervention or emergency assistance; or

25 B. Impose monetary or other penalties on a tenant who summons police or

1 emergency assistance if the assistance was requested or dispatched based on a reasonable belief
2 that the tenant or other individual was in need of intervention or emergency assistance.

3 **Section 8. Section 10-9.7 of SFCC 1987 (being Ord. No. 2011-2 § 6) is amended**
4 **to read:**

5 **10-9.7 ~~[Billing and collection]~~ Enforcement Provisions.**

6 A. The ~~[response costs]~~ expenses and monetary penalties assessed after a
7 property is deemed a nuisance shall be a debt owed to the city of Santa Fe by the ~~[responsible~~
8 ~~person]~~ property owner held liable in subsection 10-9.4 SFCC 1987 for the nuisance and, if
9 the property owner is a juvenile, the debt shall be owned by the juvenile's parents or
10 guardians. ~~[Notice of the costs for which the responsible person is liable shall be mailed via~~
11 ~~certified mail within fourteen (14) days of the response giving rise to such costs. The notice~~
12 ~~shall contain the following information:~~

13 (1) ~~— The name of the person(s) being held liable for the payment of such~~
14 ~~costs;~~

15 (2) ~~— The address of the residence or other private property where the~~
16 ~~nuisance occurred;~~

17 (3) ~~— The date and time of the response;~~

18 (4) ~~— The law enforcement, fire or emergency service provider who~~
19 ~~responded;~~

20 (5) ~~— The date and time of any previous warning given pursuant to~~
21 ~~subsection 10-9.5 SFCC 1987 and previous responses to nuisances at the residence or~~
22 ~~other private property in question within the previous twelve (12) months; and~~

23 (6) ~~— The recovery cost assessed as set forth in the cost recovery schedule.]~~

24 B. ~~[The responsible person shall remit payment of the noticed response cost to the~~
25 ~~city of Santa Fe within sixty (60) days of the date of the notice.] If the city determines that an~~

1 owner is non-compliant, and the nuisance presents an imminent risk to the health and safety of
2 the public, the city may abate the nuisance, at the expense of the property owner. Additionally,
3 the city may charge the property owner a fine of one hundred dollars (\$100.00) per day for each
4 day of non-compliance.

5 C. ~~[The city may place a lien upon property where the nuisance occurred for any~~
6 ~~costs not paid within three (3) months of notice in paragraph A. above.]~~ The city shall send
7 via certified mail notification of the costs and/or fines for which the owner is liable within
8 fourteen (14) days of the determination of non-compliance giving rise to such costs. The
9 notice shall contain the following information:

10 (1) The name of the person(s) being held liable for the payment of such
11 costs and/or fines;

12 (2) The address of the residence or other property where the nuisance
13 occurred;

14 (3) The date and time of nuisance notices, as well as reports, evidence,
15 and timeline of non-compliance; and

16 (4) Notice of the opportunity to appeal the determination within fifteen
17 (15) days, pursuant to Section 10-9.9.

18 D. If the property owner fails to comply with the City's notice and fines, including
19 non-payment of abatement costs or fines, within ninety (90) days, the city may file an action
20 against the property owner in district court, recommending any appropriate action including, but
21 not limited to, placing a lien on the property, forcing the sale of the property, allowing entry
22 onto the property to abate the nuisance, or seizing the property. After ninety (90) days of non-
23 compliance the one hundred (\$100.00) per day fine shall no longer accumulate. The maximum
24 amount of the cumulative fines shall be nine thousand dollars (\$9,000.00).

25 ~~[C. — The city may place a lien upon property where the nuisance occurred for any~~

1 ~~costs not paid within three (3) months of notice in paragraph A. above.]~~ The city may also file
2 in district court if an internal investigation concludes that three incidents have occurred after a
3 notice of violation, in any two (2) year period, regardless of the property owner's abatements.

4 **Section 9. Section 10-9.8 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended**
5 **to read:**

6 **10-9.8 Reservation of legal options.**

7 Nothing in this section shall be construed as a waiver by the city of any right to seek
8 reimbursement for ~~[response services]~~ abatement costs or unpaid fines through other legal
9 remedies or procedures. The procedures provided for in this section are in addition to any other
10 statute, ordinance or law, civil or criminal. ~~[This section in no way limits the authority of peace~~
11 ~~officers or private citizens to make arrests for any criminal offense arising out of conduct~~
12 ~~regulated by this section.]~~

13 **Section 10. Section 10-9.9 of SFCC 1987 (being Ord. No. 2011-2 § 8) is amended**
14 **to read:**

15 **10-9.9 Appeals.**

16 Administrative Hearing.

17 A. Request for Hearing. A person who is issued a notice of violation may
18 request an administrative appeal hearing before a hearing officer, who shall be
19 appointed by the city manager. A request for hearing must be made in writing and must
20 be submitted to the address included in the notice, within fifteen (15) days of the date
21 of receipt of the notice of violation.

22 B. Deposit Pending Appeal. An amount equal to any fines assessed at the
23 time of notice of violation must accompany a request for hearing. The city shall hold
24 the payment as a deposit until the hearing officer makes a decision. If the hearing
25 officer upholds the notice of violation, the city shall apply the deposit towards the fines

1 and/or abatement. If the hearing officer decides in favor of the requestor, the city shall
2 return the deposit to the requestor.

3 C. Appeal to District Court. ~~[Any]~~ If the hearing officer denies an appeal,
4 the person upon whom the city ~~[imposes response costs pursuant to subsection 10-~~
5 ~~9.4 SFCC 1987]~~ imposed abatement costs or fines shall have the right to petition
6 district court for a writ of certiorari pursuant to Rule 1-075 NMRA.

7 **Section 11. Section 10-9.10 of SFCC 1987 (being Ord. No. 2011-2 § 8) is**
8 **amended to read:**

9 **10-9.10 Procedures in general.**

10 A. The remedies provided in this section are cumulative and supplementary to
11 each other to the criminal remedies provided by any criminal ordinance or statute, other civil
12 remedies, and any administrative proceedings to revoke, suspend, fine, or take other action
13 against any license. The city may pursue the remedies provided in this section, or other
14 ordinances or statutes, other civil actions or remedies, administrative proceedings against a
15 license, or any one (1) or more of the available remedies, and may do so simultaneously or in
16 succession.

17 B. All actions under this section are civil and remedial in nature.

18 C. The city attorney for the city of Santa Fe may file a civil action to abate any
19 nuisance in the District Court for the First Judicial District. ~~[Investigation and assistance to~~
20 ~~the city attorney shall be by persons designated by the city manager. A private citizen, in the~~
21 ~~name of the city may also bring an action under this section.]~~

22 D. Actions under this section may affect the use, possession, enjoyment, and title
23 to real property. Accordingly, the city may file and record a notice of lis pendens against the
24 real property involved if the use, possession, enjoyment, or title may be affected.

25 E. The defendants to an action under this section and the persons liable for the

1 remedies in this section may include the property itself and any persons owning or claiming
2 any legal or equitable interest or right of possession in the property.

3 F. In addition to remedies necessary to abate the nuisance, the city shall be
4 entitled to costs and reasonable attorney's fees.

5 **Section 12. Section 10-9.11 of SFCC 1987 (being Ord. No. 2011-2 § 8) is hereby**
6 **repealed:**

7 **Section 13. Section 10-9.13 of SFCC 1987 (being Ord. No. 2011-2 § 8) is**
8 **amended to read:**

9 **10-9.13 Right of entry of inspection officer for examination of premises.**

10 The inspection officer may enter, at all reasonable times, if the inspection officer has
11 the occupant's [~~or custodian's~~] consent, any [~~house or premises~~] property within the city to
12 ascertain the existence of any nuisance. If the occupant's or [~~custodian's~~] consent is [~~refused~~]
13 not given or is otherwise unobtainable, an inspection order may be sought or an emergency
14 inspectorial search conducted pursuant to the procedures set forth in Sections 24-1-16 through
15 24-1-19 NMSA 1978 of the Public Health Act. The inspection officer may investigate the
16 conditions found and make reports, provided that such entering and investigation are for the
17 sole purpose of ascertaining the conditions entrusted to the officer's supervision and provided
18 further that the officer's reports are limited to matters pertaining to the officer's duties.

19 APPROVED AS TO FORM:

20
21 
22 ERIN K/McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Nuisance Abatement

Sponsor(s): Councilors Lindell, Villarreal, Romero-Wirth, and Vigil Coppler

Reviewing Department(s): Council and Constituent Services, City Attorney's Office

Staff Completing FIR: Jennifer Faubion Date: 6/18/2020 Phone: 505-955-6033

Reviewed by City Attorney: *Eric McCray* Date: Jun 30, 2020

Reviewed by Finance Director: *Mary McCray* Date: Jun 30, 2020

Summary:

The Bill amends Section 10-9 SFCC 1987, the Nuisance Abatement Ordinance. In order to address nuisance properties, the Bill establishes a process that includes an investigation and abatement process. The process puts the onus to abate the nuisance on the property owner by requiring a nuisance abatement plan. Other changes establish tenants' rights and provide consistency for the nuisance abatement process.

Departments Affected:

Primary: Council and Constituent Services, Land Use Department, Attorney's Office

Secondary: Police, Fire, and City Manager

Consequences of Not Enacting Legislation:

Nuisance abatement will continue to be cumbersome, time-consuming, and render the City limited in its ability to protect neighborhoods from chronic nuisances. Nuisances will continue to be difficult to abate, leaving neighborhoods without government assistance to protect them for months or sometimes years. Without this legislation, the City has very little power to abate nuisances without taking the matter to district court. Nuisance abatement will continue to be a reactive solution instead of a proactive one.

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

As the definition of a nuisance could include violations of other laws, the nuisance ordinance is in companionship with many other parts of the City Code, most commonly, the Noise Ordinance, the Land Use code, and the criminal code.

Performance and Administrative Implications:

The Bill assigns the responsibility of monitoring nuisance properties to the Council and Constituent Services Department. This legislation allows the City to work with property owners to abate nuisances, issue civil penalties for non-abatement, and take corrective action against property owners before going to court. This legislation and nuisance abatement program is not intended to require additional staff, but will help streamline the abatement process to be more proactive and effective. Under the new program, Code Enforcement, Police, and Constituent data (calls) will be monitored by Constituent Services in order to proactively address nuisances. The City will play a more active role with property owners to abate nuisances.

Fiscal Implications:

This legislation will reduce the City staff work hours spent on nuisance properties by enabling the City to monitor and address nuisances before they become more difficult problems and without going to court. We will also collect civil penalties which will directly contribute to the General Fund. We anticipate those revenues to be small.

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/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>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:

This legislation will require no additional expenditures, aside from hearing officers at a current rate of approximately \$150/hour, as its implementation is already included in staff job descriptions and responsibilities. It is unknown how often a hearing officer will be utilized as a result of adoption of this Bill. This legislation will free up staff time to devote to other responsibilities but will not have direct fiscal impact.

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:

Some revenue will be generated by the fines charged to non-compliant property owners.

Nuisance Abatement

Final Audit Report

2020-06-30

Created:	2020-06-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFJEWrbHS2Lq00dsKQjxCQ8vfl0Ywmy0

"Nuisance Abatement" History

-  Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-06-30 - 4:06:27 AM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature
2020-06-30 - 4:08:01 AM GMT
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-06-30 - 4:08:01 AM GMT
-  Restricted visibility Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)
2020-06-30 - 2:24:16 PM GMT- IP address: 76.127.24.35
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)
Signature Date: 2020-06-30 - 2:41:53 PM GMT - Time Source: server- IP address: 76.127.24.35
-  Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-06-30 - 2:58:55 PM GMT- IP address: 23.103.201.254
-  Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-06-30 - 2:59:40 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), jrfaubion@santafenm.gov, mnprinzn@santafenm.gov, and 2 more
2020-06-30 - 2:59:40 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 07/01/2020
FOR CITY COUNCIL MEETING OF 07/29/2020

ISSUE:

Bill No. 2020-__ ; An Ordinance Amending Section 10-9 SFCC 1987; Amending Section 10-9.2 To Align The Intent With The Purpose Of The Bill; Amending Section 10-9.3 To Amend And Add Definitions; Amending Section 10-9.4 To Make The Property Owner Responsible; Repealing And Readopting A New Section 10-9.5 To Establish A Process For A Nuisance Investigation And Abatement Process; Repealing And Readopting A New Section 10-9.6 To Establish Tenants Rights; Amending Section 10-9.7 To Establish Enforcement Provisions To Hold The Property Owner Accountable; Amending Section 10-9.8 Regarding Reservation Of Legal Options; Amending Section 10-9.9 Regarding Appeals; Amending Section 10-9.10 To Remove Extraneous Language; Repealing Section 10-9.11 Regarding Supplementary Remedies For Public Nuisances; And Amending Section 10-9.13 Regarding The Right Of Entry. (Councilors Lindell, Villarreal, Romero-Wirth, Vigil Coppler) (Michael Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554; Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 699-6386)

Committee Review:

Public Works and Utilities Committee (scheduled): 7/6/20
 City Council (request to publish) (scheduled): 7/8/20
 Finance Committee (scheduled): 7/13/20
 City Council (public hearing) (scheduled): 7/29/20

QUALITY OF LIFE COMMITTEE ACTION: Approved (removed from consent by Councilor Cassutt-Sanchez)

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Public Works and Utilities Committee (scheduled): 7/6/20
 City Council (request to publish) (scheduled): 7/8/20
 Finance Committee (scheduled): 7/13/20


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 30, 2020

To: City Council

From: Marcos Martinez, Senior Assistant City Attorney 
MM

Subject: Amendment No. 1 between the City of Santa Fe and Gallagher & Kennedy, P.A., to be effective for all purposes July 1, 2020.

ITEM AND ISSUE:

The City entered into a legal services agreement with Gallagher & Kennedy on November 14, 2018. The purpose of the agreement is to assist the City in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of City. Litigation and settlement discussions remain ongoing. The amendment does not change the compensation under the original agreement.

The purchasing manual permits amending contracts retroactively if done within 30 days of the end of the contract term.

RECOMMENDED ACTION:

The City Attorney's Office recommends approval of the Amendment #1 to extend the term to June 30, 2022.

6001750.510200

**AMENDMENT NO. 1
CITY OF SANTA FE
SERVICE AGREEMENT**

Item# _____

This **AMENDMENT NO. 1** is entered into by and between the **City of Santa Fe**, a municipal corporation of the State of New Mexico ("City"), and **Gallagher & Kennedy, P.A.**, ("Contractor"), to be effective for all purposes July 1, 2020.

WHEREAS, City and Contractor entered into Agreement on November 14, 2018, (the "Agreement") for legal services in conjunction and association with the City Attorney in City's claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of City; and

WHEREAS, the Services are ongoing and City and Contractor wish to extend the term as allowed for in the original terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, City and Contractor agree as follows:

I. Delete **Section 2. Time of Performance** in its entirety and replace it with the following:

2. Time of Performance. Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2022. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

II. Add two (2) new Sections titled "23." and "24."

23. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

24. Duplicate Original Documents. This document may be executed in counterparts, each of which shall be deemed an original.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

CITY OF SANTA FE

YOLANDA VIGIL
CITY CLERK

BY: _____
ALAN WEBBER **DATE**

MAYOR

APPROVED FOR FINANCES:

Mary McCoy
FINANCE DIRECTOR

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jul 1, 2020 09:25 MDT)

Senior Assistant
CITY ATTORNEY

GALLAGHER & KENNEDY, P.A.

BY: _____
DALVA L. MOLLENBERG **DATE**
MANAGING SHAREHOLDER



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 Gallagher & Kennedy P.A.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: Up to \$60,000 expenses

Termination Date: Until settled

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Claims for recovery of sums frm State of NM, Tax and Revenue for unlawful reductions of distributions and transfer of GRT.

Amendment # 1 to the Original Contract# 18-1409

Increase/(Decrease) Amount \$ \$0.00

Extend Termination Date to: June 30, 2022

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 \$ 60,000.00 of original Contract# 18-1409 Termination Date: 6/30/2020
Reason: City v TRD

Amount \$ 0.00 amendment # 1 Termination Date: _____
Reason: Term Extension

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ _____



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 Exempt from Procurement.

6 **Procurement History:** 2 year of 4 year contract
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Risk **BU/Line Item:** 6001750.510200

Budget Officer Approval

Comments or Exceptions: _____

Any out-of-the ordinary or unusual issues or concerns:

8 _____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Irene Romero

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:

CITY OF SANTA FE
LEGAL SERVICES AGREEMENT
BETWEEN
GALLAGHER & KENNEDY, P.A.
AND THE CITY OF SANTA FE

THIS AGREEMENT is made and entered into this 14th day of November, 2018 by and between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Gallagher & Kennedy, P.A., whose address is 1239 Paseo de Peralta, Santa Fe, New Mexico 87501 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

WHEREAS, the City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the "Services") in conjunction and association with the City Attorney in the following case:

Assist the City in its claims for recovery of sums from the State of New Mexico, Taxation and Revenue Department, for unlawful reductions of distributions and transfers of gross receipts tax revenue collected by the State on behalf of the City.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement and shall continue through June 30, 2020. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. **Contingent Fee Structure and Costs.** For purposes of this Agreement "Amounts Recovered" or "Recovery" means all sums the City receives from the State of New Mexico as a result of the Contractor's representation of the City in this matter. The Contractor's Contingency Fee in this matter will be as follows:

A. Contingent Fee if Recovery Obtained by Alternative Dispute Resolution. If defendants agree to or are required to enter into alternative dispute resolution through mediation, arbitration, or an administrative process within one (1) year from the date that an action is filed, and the matter is resolved and Contractor receives payment of its fee within twenty-four (24) months from the date that the action is filed, then the Contractor will receive a contingent fee equal to ten percent (10%) of all Amounts Recovered by the City up to four million dollars (\$4,000,000.00). The Contractor shall receive three percent (3%) of only the Amounts Recovered by the City in excess of four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive ten percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is four hundred thousand dollars, and the Contractor will receive three percent of the Amount Recovered over four million dollars, *i.e.*, three percent of the additional one million dollars, *i.e.*, the second portion of the fee is thirty thousand dollars, for a total fee of four hundred thirty thousand dollars.

B. Contingent Fee if Recovery Obtained Prior to the Commencement of Trial. If the conditions of paragraph A above do not apply and the City obtains a Recovery based upon resolution of the matter prior to the commencement of trial, then the contingent fee shall be twelve and one-half percent (12.5%) of all Amounts Recovered by the City up to four million dollars (\$4,000,000.00). In addition, the Contractor shall receive five percent (5%) of the Amounts Recovered over four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive twelve and one-half percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is five hundred thousand dollars, and the Contractor will receive five percent of the Amount Recovered over four million dollars, *i.e.*, five percent of the additional one million dollars, *i.e.*, the second portion of the fee is fifty thousand dollars, for a total fee of five hundred fifty thousand dollars.

C. Contingent Fee for Recovery Obtained After Commencement of Trial. If the City obtains a Recovery based upon resolution of the matter after the commencement of a trial, then the Contractor will receive a contingent fee equal to fifteen percent (15%) of the Amounts Recovered for the City up to four million dollars (\$4,000,000.00). In addition, the Contractor shall receive ten percent (10%) of the Amounts Recovered over four million dollars (\$4,000,000.00). For example, if the total Recovery is five million dollars, the Contractor will receive fifteen percent of the first four million dollars of the Amount Recovered, *i.e.*, the first portion of the fee is six hundred thousand dollars, and the Contractor will receive ten percent of the Amount Recovered over four million dollars, *i.e.*, ten percent of the additional one million dollars, *i.e.*, the second portion of the fee is one hundred thousand dollars, for a total fee of seven hundred thousand dollars.

D. Fee in the Event of Class Action. If an action is certified as a class action or the fee to the Contractor is otherwise subject to the application to, review or and/or approval by the court, then the City agrees that the Contractor may apply for or otherwise seek approval of, and City will not object to, fees in amounts up to, but not exceeding, amounts based upon application of the applicable percentages stated above.

E. Costs. The City shall reimburse the Contractor for the costs of the action, including but not limited to expert witness fees, court filing and other fees, court reporter fees, and reasonable travel expenses consistent with the City's guidelines, but the amount of costs the City is obligated to pay shall be capped not to exceed sixty thousand dollars (\$60,000.00). All such costs incurred and paid by the Contractor shall be billed to City on a monthly basis and paid by the City. No such costs shall be deducted from the amount of any Recovery for purposes of the determination of the Contractor's fees. If additional municipalities or counties join in the action, it shall be appropriate for all of the municipalities or counties who are part of the action to share certain costs. In that event, a cost-sharing agreement will be needed so that that the costs can be appropriately allocated to each party and the Contractor can bill and obtain reimbursement of each municipality's or county's share of such costs. In order to minimize out-of-pocket costs of the action, to the extent practicable, the City will provide reasonable support services, including internal analysis of information relating to the tax transactions and information obtained and used to determine the amounts due to the City.

F. Costs Exceeding Cap. The Contractor shall not bill the City for any costs it incurs that are attributable to the City that exceed sixty thousand dollars (\$60,000.00). This Cap amount applies to and includes the costs described in both Parts E and G of this Section.

G. Costs for New Mexico Municipal League. The New Mexico Municipal League (NMML), on behalf of its members including the City, has incurred certain costs and fees to develop the information needed to pursue these claims. In order to use this information, the City may enter into an agreement with the NMML for reimbursement of a portion of such costs and fees. If such reimbursement is deducted from any Recovery obtained by the City, then for purposes of calculating the Contractor's fee, such amount will not be deducted from the amount of the Recovery.

H. Additional Municipalities and Counties as Parties. The City reserves the right to permit additional municipalities or counties to join in the action to be filed by Contractor on behalf of City, provided that as a condition of joining the action, any municipality or county that joins shall be required to agree to pay its reasonable share of costs. The City will not unreasonably withhold permission for additional municipalities and counties to join.

I. Fees if Non-Monetary Recovery. In the event of a compromise that would achieve a benefit for the City that is reasonably related to the Contractor's representation of the City, and which substantially diminishes the City's Recovery and the amount of the fee due to the Contractor as provided above, the City and the Contractor agree to negotiate reasonable compensation to the Contractor for the prospective benefit. The City and the Contractor contemplate that a possible basis for compromise and settlement of this matter could include prospective benefits that might not consist of payments that would constitute a Recovery as defined above, such as legislation changing the future limitations on reductions or adjustments to distributions and transfers

of gross receipts tax revenue to City in consideration for the City's agreement to compromise its claims for sums due to past actions by the State. In determining the fee due, the parties shall consider the amount of revenue to the City that will be derived from the prospective benefits, the amount of the contingent fee that would have been derived applying the percentages above to the prospective benefits received by the City over a five year period after the settlement. The negotiated fee may be paid over the five-year period of the anticipated benefits, with adjustments over that period to reflect any subsequent changes. Or, if prospective benefits cannot be reasonably quantified, the parties shall consider, if reasonable, the amount of the fee that would have been earned based upon the time spent by the Contractor timekeepers on the matter at the Contractor's standard rates multiplied by 1.5, in consideration of the Contractor's acceptance of representation on a contingent fee basis. For purposes of this paragraph, the amount of the Recovery with respect to prospective benefits shall be based on the net present value of the City's prospective benefits.

J. Gross Receipts Taxes. Any applicable gross receipts taxes shall be computed and added to the fee due to the Contractor under this Agreement.

K. Fee Arbitration. Any dispute regarding fees under this Agreement shall be resolved through the State Bar of New Mexico Fee Arbitration program.

L. 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 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.

4. Interest of Contractor.

A. The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

B. The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

Upon notification of such a conflict, the City Attorney will inform the Contractor in writing within ten (10) days of receipt of the notification that the City will or declines to

waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the City Attorney should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease representation, or if the Contractor fails to notify the City of potential conflict, the City may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternate representation, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys' fees incurred by the City in obtaining the assistance of alternate counsel.

The City is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the City will provide a summary of costs incurred by this counsel and will pay any applicable amounts remaining due to the Contractor.

5. Records, Pleadings, and Case File. Records, pleadings, legal research, and the case file shall be sent to the City Attorney at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. Reports Required. The Contractor will keep a record of the time spent by each of its timekeepers, including a description of tasks performed, and will provide that record to the City along with its monthly statement for any costs of the action. The Contractor's initial record shall include time spent developing the cases prior to entering into a contract with the City, and the recorded time may differentiate between time attributable to work on behalf of only the City and time not attributable to any particular municipality or county. Within thirty (30) days after entering into this Agreement, the Contractor will provide the City Attorney with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

At the time of submission of any billing, the Contractor will also submit to the City Attorney an executive summary one to two page status report indicating the current status of the litigation or other project which is the subject of this Agreement, a brief summary of the activities undertaken for which the billing is being submitted, and a plan for future activities under the Agreement which the Contractor intends to perform during the next billing cycle.

7. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

8. **Pleadings.** All documents submitted to the Court or opposing counsel shall be copied to the City Attorney. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the City Attorney for review and approval prior to filing. Failure to submit such pleadings to the City Attorney in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading. A sample of the signature line for pleadings is:

CITY OF SANTA FE:

Erin K. McSherry, City Attorney
200 Lincoln Avenue
Santa Fe, New Mexico 87501
(505) 955-6512

CONTRACTOR:

Dalva L. Moellenberg
Anthony J. "T.J." Trujillo
Gene F. Creely, II
Gallagher & Kennedy, P.A.
1239 Paseo Del Peralta
Santa Fe, New Mexico 87501
(505) 982-9523

9. **Renewals.** Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. **Termination by Parties.** This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. **Independent Contractors.** The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its departments, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not, as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. **Assignment Prohibited.** The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

13. **Subcontracting Prohibited.** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission, or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. **Release from Liability.** The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees and servants, the City, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. **Insurance.** The Contractor shall not commence work under this Agreement until any applicable insurance required in Exhibit A to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

17. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

19. **Amendments.** This Agreement shall not be altered, changed, or amended except by written instrument executed by the parties hereto.

20. **Complete Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

21. **Interpretation.** This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. **Approval Required.** This Agreement shall not become effective or binding until all required signatures have been obtained.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF SANTA FE:

APPROVED BY:




ALAN WEBBER, MAYOR

Date: 12/10/18

CONTRACTOR:

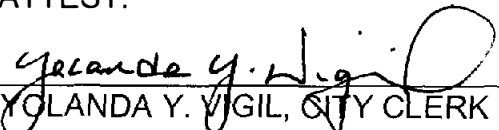
GALLAGHER & KENNEDY, P.A.



DALVA L. MOELLENBERG
MANAGING SHAREHOLDER

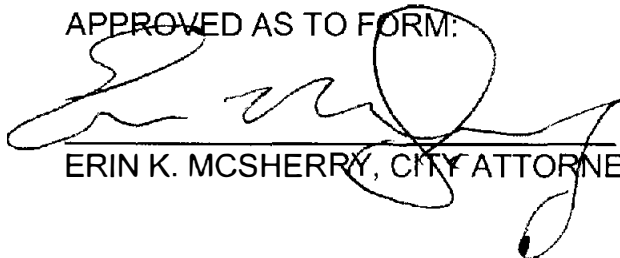
Date: 12-17-18

ATTEST:



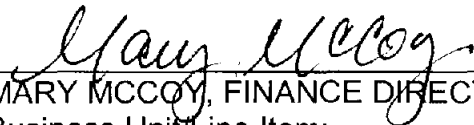
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:



MARY MCCOY, FINANCE DIRECTOR
Business Unit/Line Item:

62102.510200

EXHIBIT A

Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall identify the City as an "additional insured" and shall provide that thirty (30) days' written notice be given to the Director of Finance, City of Santa Fe, 200 Lincoln Street, Santa Fe, New Mexico 87501, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. All coverages afforded shall be primary over any other valid and collectible insurance with respect to operations provided and a waiver of subrogation will be provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico.

D. Professional Liability (Errors and Omissions) Insurance.

Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

E. Increased Limits.

If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

**Supplementary
Payments***(continued)*

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
 2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured**Limitations On Who Is An Insured**
(continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Liability Insurance**Endorsement**

<i>Policy Period</i>	MAY 1, 2020 TO MAY 1, 2021
<i>Effective Date</i>	MAY 1, 2020
<i>Policy Number</i>	3529-17-49 WUC
<i>Insured</i>	GALLAGHER AND KENNEDY A PROFESSIONAL ASSOCIATION
<i>Name of Company</i>	VIGILANT INSURANCE COMPANY
<i>Date Issued</i>	MAY 5, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



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:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>WE WILL WAIVE THE RIGHT OF RECOVERY WE WOULD OTHERWISE HAVE AGAINST ANOTHER PERSON OR ORGANIZATION, FOR LOSS TO WHICH THIS INSURANCE APPLIES, PROVIDED THE INSURED HAS WAIVED THEIR RIGHTS OF RECOVERY AGAINST SUCH PERSON OR ORGANIZATION IN A CONTRACT OR AGREEMENT THAT IS EXECUTED BEFORE SUCH LOSS. TO THE EXTENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

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:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER 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): THAT THE INSURED'S RIGHTS TO RECOVER ALL OR PART OF ANY PAYMENT MADE UNDER THIS INSURANCE HAVE NOT BEEN WAIVED, THOSE RIGHTS ARE TRANSFERRED TO US. THE INSURED MUST DO NOTHING AFTER LOSS TO IMPAIR THEM. AT OUR REQUEST, THE INSURED WILL BRING SUIT OR TRANSFER THOSE RIGHTS TO US AND HELP US ENFORCE THEM.
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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO
FURNISH THIS WAIVER

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05-01-20** Policy No. **(21) 7174-47-59** Endorsement No.
Insured **GALLAGHER AND KENNEDY A PROFESSIONAL ASSOCIATION** Premium \$ **Incl.**
Insurance Company **Federal Insurance Company**

Countersigned By _____






2020 06 30 City of SF Gallagher Amendment#1

Final Audit Report

2020-07-01

Created:	2020-07-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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