City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
AUGUST 19, 2020 AT 5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE 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 Quality of Life 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 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**

Approval of August 5, 2020 Quality of Life Committee Meeting Minutes

6. **CONSENT AGENDA**

    a. Consideration of Bill No. 2020-20: An Ordinance Relating to Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by

Reorganizing Certain City Departments, Organizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, Recreation Division, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health and Safety Department; and Placing the Constituent and Council Relations Department into the City Clerk's Office; Amending 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-9; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and the Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that Are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Jesse Guillen, Legislative Liaison jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512, Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov 955-6534)

COMMITTEE REVIEW
Governing Body (Request to Publish): 07/29/2020
Quality of Life Committee (Scheduled): 08/19/2020
Public Works (Scheduled): 08/24/2020
Governing Body (Public Hearing): 08/26/2020

b. Consideration of Resolution No. 2020-__: A Resolution Supporting the Ninth Annual Neighbor to Neighbor Fund Drive. (Councilors Vigil Coppler and Cassutt-Sanchez) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 08/26/2020

c. Request for the Approval of the 2018 State Homeland Security Grant Program Sub-Grant Amendment to extend the Period of Performance through September 30th, 2020; New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, kamason@santafenm.gov, 505-955-6704)

COMMITTEE REVIEW:
Finance Committee (scheduled): 8/17/2020
Quality of Life Committee (scheduled): 8/19/2020
Governing Body (scheduled): 8/26/2020

d. Request for the Approval of amendment #1 to the building lease agreement between the City of Santa Fe and the Food Depot, Inc. Lease amendment would provide the Food Depot the ability to facilitate improvements to the leased building and rectify the concerns addressed with the current lease and enter into a sub-lease with Affordable Solar (solar provider), while staying in compliance with City of Santa Fe lease terms. (Rich Brown, Director, Office of Economic Development: rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 08/26/2020

e. Request for Approval of Contract Amendment #3 with Studio X in the amount of $125,000 for Website Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

f. Request for Approval of Contract Amendment #2 with Lou Hammond & Associates in the amount of $125,000 for Public Relations Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:

Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

g. Request for Approval of Contract Amendment #3 with Certified Folder Display Services, Inc. in the amount of $45,000 for SF Visitor's Guide Distribution Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

h. Request for Approval of Contract Amendment #1 with Vladimir Jones in the amount of $1,300,000 for Advertising Agency Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Finance Committee (scheduled): 08/17/2020
Quality of Life Committee (scheduled): 08/19/2020
Governing Body (scheduled): 09/09/2020

7. **PRESENTATIONS**

A. Santa Fe Promise Covid-19 Campaign Update. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 505-955-6625; Elizabeth Camacho, Economic Development and Communication Administrator, excamacho@santafenm.gov, 505-955-6042)
(INFORMATIONAL ONLY)

B. Broadband and Internet Access in Santa Fe (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 505-955-6625)
(INFORMATIONAL ONLY)

C. Operation Slow and Quiet Update. (Captain Matthew Champlin, Santa Fe Police Department Operations Division, mrchamplin@santafenm.gov, 505-955-5201)
(INFORMATIONAL ONLY)

City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
AUGUST 19, 2020 AT 5:00 PM
ATTEND VIRTUALLY

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: September 2, 2020**

12. **ADJOURN**

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE AUGUST 05, 2020 AT 5:00 PM

1. **CALL TO ORDER: 5:01 pm**

2. **ROLL CALL**

Members Present:

Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Jamie Cassutt-Sanchez
Councilor Chris Rivera

Members Excused:

None

Others Attending:

Jennifer Faubion, Council Liaison
Shirlene Sitton, Attendee
Jennifer Romero, Attendee
Carol Branch, Attendee
Zoe Isaacson, Attendee
Neal Denton, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt-Sanchez, to Approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Garcia, to Approve the consent agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

A. Approval of Minutes from July 15, 2020 Quality of Life Committee Meeting

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt-Sanchez, to Approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

6. **CONSENT AGENDA**

A. Approval of the Annual Report for the Santa Fe River Target Flows: Target Year Activity from April 2019 Through April 2020 and Anticipated Activity for the Santa Fe River Target Flow Year of April 2020 through April 2021 *(*Zoe Isaacson, River and Watershed Project Administrator: zrisaacson@santafenm.gov, 955-6853)

COMMITTEE REVIEW
Quality of Life Committee (Scheduled): 08/05/2020
Governing Body (Scheduled): 08/12/2020

B. Consideration of a Bill #2020-__: An Ordinance Amending Section Section 23-7.4 Relating to Golf Rates at the MRC. (Councilors Lindell and Vigil Coppler) (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)
COMMITTEE REVIEW:
Quality of Life Committee (scheduled): 8/5/20
Finance Committee (scheduled): 8/17/20
City Council (request to publish): 8/26/20
City Council (public hearing): 9/30/20

7. **PRESENTATION**

   A. Environmental Services Division Environmental Programs
   Presentation: Implementation of the Sustainable Santa Fe 25-Yr Plan and Status of Grants Projects for Keep Santa Fe Beautiful (Shirlene Sitton, ESD Director: sesitton@santafenm.gov, 505-955-2209; Carol Branch, Environmental Programs Manager: cjbranch@santafenm.gov, 505-955-2215; Neal Denton, Sustainability Planner: nhdenton@santafenm.gov, 505-955-2229)
   (INFORMATIONAL ONLY)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: August 19, 2020**

13. **ADJOURN: 6:06 pm**

Chair Carol Romero-Wirth

Jennifer Faubion, Staff Liaison

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-20

INTRODUCED BY:

AN ORDINANCE

CREATING EFFICIENCIES, ENHANCING EFFECTIVENESS, AND ELIMINATING SILOS BY REORGANIZING CERTAIN CITY DEPARTMENTS, ORGANIZING THE ECONOMIC DEVELOPMENT DIVISION, AFFORDABLE HOUSING OFFICE, LAND USE DEPARTMENT, TOURISM SANTA FE DEPARTMENT, RECREATION DIVISION, AND THE ARTS AND CULTURE DEPARTMENT AS DIVISIONS OF A COMMUNITY DEVELOPMENT DEPARTMENT; ORGANIZING THE COMMUNITY SERVICES DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AS DIVISIONS OF A COMMUNITY HEALTH & SAFETY DEPARMENT; AND PLACING THE CONSTITUENT AND COUNCIL RELATIONS DEPARTMENT INTO THE CITY CLERK'S OFFICE; AMENDING SECTION 2.6-3; REPLACING SECTION 2-8 SFCC 1987 WITH A NEW SECTION 2-8 SFCC 1987 THAT ESTABLISHES ALL CITY DEPARTMENTS; REORGANIZING EXISTING SECTIONS 2-8, 2-14, 2-15, 2-19, AND 2-10 AS SUBSECTIONS OF THE NEW SECTION 2-8; ESTABLISHING IN ORDINANCE THE EXISITING INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT AND THE CONSTITUENT AND COUNCIL SERVICES DEPARTMENT; AND REPEALING THE SECTIONS OF CHAPTER 2 THAT ESTABLISH DEPARTMENTS THAT ARE EITHER BECOMING DIVISIONS OR NO LONGER EXIST, SECTIONS 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, AND 2-23 SFCC

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

1987; AMENDING SECTION 2-22 SFCC 1987 TO PROVIDE CONTRACT INTERNAL AUDIT FUNCTIONS; AND AMENDING SECTIONS 26-1.6 AND 26-3.5 REGARDING THE OFFICE OF AFFORDABLE HOUSING.

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

Section 1. Section 2-6.3 SFCC 1987 (being Code 1953, § 2-60; Code 1973, § 2-84; SFCC 1981, § 2-1-24, as amended) is hereby amended to read:

2-6.3 - Duties of the city clerk. The city clerk shall:

A. Keep in custody all minutes, ordinances and resolutions approved by the governing body;

B. Attend all meetings of the governing body;

C. Record all proceedings, ordinances and resolutions of the governing body;

D. Upon request, furnish copies of municipal records. The city clerk may charge a reasonable fee for the cost of furnishing copies of municipal records;

E. Administer the municipal election and perform other election duties required pursuant to Articles 8 and 9, Chapter 3 NMSA 1978;

F. Have custody of, and safely keep, all official records and documents, such as contracts, agreements, deeds, of the city, the originals of which are to stay in the office, except upon request of the city attorney for purposes of litigation;

G. Administer and process the filing and release of liens for the city as prescribed by Article 36, Chapter 3 NMSA 1978 or as otherwise provided by law; [~~and~~]

H. Administer and manage the Constituent and Council Services Department; and

I. [~~H~~]. Perform other duties prescribed by law, ordinance or city rules and regulations.

Section 2. Section 2-8 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby repealed.

Section 3. A new Section 2-8 SFCC 1987 is hereby ordained to read:

[NEW MATERIAL] 2-8 CITY DEPARTMENTS.

2-8.1 Finance Department.

A. Creation of department.

There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) *Position Established.* The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) *Duties.* The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep his accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in his possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in his care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) *Reports to Governing Body.* The finance officer shall be responsible and report to the governing body through the city manager.

(4) *Records Open for Inspection.* The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

2-8.2 Community Health and Safety Department.

A. Creation of department.

There is created a department of city government to be known as the "community health and safety department", comprised of four divisions: the police department, the fire department, the community services department, and the office of emergency management.

B. Police Department.

(1) Powers and duties generally. Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their

proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) Appointment of police officers; commissions.

No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal policeman without first having received his appointment in writing, known as his "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all policemen of the department.

(3) Training schools and examinations.

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on his examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise

qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) Extra or emergency police officers.

The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) Police department reserve.

(a) Created. There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) Control by Chief of Police. The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

c. Authority. The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

d. Powers and Duties.

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

e. Call of Members. When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

f. Requests for Assistance. Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

g. Workmen's Compensation. The city shall immediately take steps to provide necessary workmen's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the

city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

C. Fire Department**.**

(1) Volunteer firefighters. There is created in the city "fire department, volunteer firefighters force", hereinafter referred to as the volunteer firefighters.

(a) The volunteer firefighters shall be subject to all regulations of the fire department of the city of Santa Fe and along with paid firemen be subject to the authority of the chief of city fire department who shall have sole and exclusive authority to:

(i) approve or disapprove of membership in the volunteer firefighters.

(ii) discipline or dismiss members of the volunteer firefighters subject to the same grievance procedure as set out in Ordinance No. 1983-44.

(b) The volunteer firefighters and its individual members shall have authority in fire protection only upon request by the city fire dispatch.

(c) Volunteer firefighters; powers and duties.

(i) The duties of the volunteer firefighters are to provide safe and efficient fire fighting by adhering to any and all city of Santa Fe standard operating procedures, as referenced herein, or as may be amended from time to time, in Exhibit A, attached hereto.

(ii) The volunteer firefighters shall be summoned and will respond simultaneously with fire apparatus. Volunteer firefighters and paid firefighters shall possess the same powers and perform the same duties.

(d) Volunteer firefighters; insurance.

(i) The city shall provide necessary liability insurance covering liability that may arise against the city, its officers, employees, volunteer

firefighters, or agents as a result of activities of the volunteer firefighters on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

(ii) Active volunteer firefighter members are covered by an accident, sickness, or disability insurance policy which is paid by the City of Santa Fe.

(2) Department authority and powers.

(a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B(1), the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(3) Department members designated as special police officers. Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(4) Obstructing or interfering with firemen. It is unlawful for any person to obstruct, annoy, or interfere with firemen wile in the discharge of their duties.

(D) Community Services Division. The community services division includes senior services, libraries, and family and youth services.

(F) Office of Emergency Management.

(1) In accordance with Section 12-10-5, the "office of emergency management," shall consist of:

(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;

(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

(2) Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

(3) Purpose.

(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in

consonance with the state emergency management plans.

(4) Emergency manager. The emergency manager shall:

(a) Be responsible to the [~~city manager~~] Director of Community Health and Safety for the organization, administration, and operation of the emergency management program of the city;

(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(e) Manage the emergency operations center ("EOC"); establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the Comprehensive Emergency Management Plan and Hazard Mitigation Plan, and annually review the plans to identify any recommendations for revisions; and

(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the National Incident Management System.

(5) Financing.

(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.

(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

2-8.3 Community Development Department.

There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, land use division, tourism Santa Fe division, recreation division, and the arts and culture division.

2-8.4 Information Technology and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

2-8.5 Public Works Department.

There is created a department of city government to be known as the "public works department".

2-8.6 Public Utilities Department.

There is created a department of city government to be known as the "public utilities department".

2-8.7 Human Resources Department.

There is created a department of city government to be known as the "human resources department".

2-8.8 Council and Constituent Relations Department.

There is created a department of city government to be known as the "council and constituent relations department," within the office of the city clerk.

Section 4. Section 2-9 SFCC 1987 (being _____) is hereby repealed.

Section 5. Section 2-10 SFCC 1987 (being _____) is hereby repealed.

Section 6. Section 2-11 SFCC 1987 (being Ord. No. 1983-33, § 1, as amended) is hereby repealed.

Section 7. Section 2-12 SFCC 1987 (being Ord. No. 2007-45) is hereby repealed.

Section 8. Section 2-13 SFCC 1987 (being Ord. No. 1987-26, § 2, as amended) is hereby repealed.

Section 9. Section 2-16 SFCC 1987 (being Ord. No. 1975-20, as amended) is hereby repealed.

Section 10. Section 2-19 SFCC 1987 (being Ord. No. 2014-22, § 2) is hereby repealed.

Section 11. Section 2-21 SFCC 1987 (being Ord. No. 2014-22, § 3) is hereby repealed.

Section 12. Section 2-22 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby amended to read:

2-22 INTERNAL AUDIT [~~DEPARTMENT~~].

2-22.1 Short title.

Section 2-22 SFCC 1987 shall be cited as the "Internal Audit [~~Department~~] Ordinance."

2-22.2 Findings; purpose; goals.

A. The governing body finds that good governance, transparency and accountability are critical in the public sector for the effective and credible functioning of a healthy democracy, and in fulfilling the government's responsibility to citizens and taxpayers.

B. Transparent and reliable reporting and effective auditing in government serve to promote accountability, enhance the effectiveness of government services to its citizens, and increase the public's confidence in their government.

C. The members of the governing body share a duty to insure that the actions of public officials, employees and contractors of the city are carried out in the most responsible manner possible and that city policies, budgets, goals and objectives are fully implemented.

D. To accomplish this, the city requires the services of an independent office or contractor to provide independent, objective assurance and review services designed to promote transparency, accountability, efficiency and effectiveness of city government.

E. The governing body does hereby establish the internal audit department, an independent city department of city government or an independent contractor reporting to the city manager, which shall oversee the functions hereby established. To ensure independence and compliance with generally accepted governmental auditing standards, the internal auditor:

(1) Shall report results to the city manager, the audit committee, the finance committee and the governing body;

(3) Has access to the governing body in accordance with the Open Meeting Act; and

(4) Is sufficiently removed from political pressures to conduct audits and report findings, opinions, and conclusions objectively without fear of political reprisal.

F. The [~~governing body also directs the~~] internal audit department, in cooperation with the audit committee, shall establish job descriptions and department policies

and procedures based on generally accepted governmental auditing standards; and to adopt the Code of Ethics as defined by the Institute of Internal Auditors.

2-22.3 Definitions.

For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Auditees mean the city related departments, programs, activities, agencies, vendors, contractors, employees, public officials or other city related entities affected by an audit or investigation.

Committee means the City of Santa Fe audit committee.

Contractors mean all city contractors.

Employee means a city employee.

Internal auditor means the internal auditor who is the head of the internal audit department or the city's primary contact for the internal audit contractor.

Official means the mayor or a city councilor.

Report means an audit, a special audit, an investigation and/or an examination.

Special investigation or special audit means additional procedures or audits undertaken because the need was not previously foreseen.

2-22.4 Creation of the internal audit department; resources; staff.

A. The internal audit department is created as an independent office of city government. The internal auditor [~~is~~] shall either be the head of the internal audit department or an independent contractor and shall report to the city manager.

B. The audit committee shall review applications for and make a recommendation to the city manager for hiring an internal auditor[~~, a city employee~~].

C. The internal auditor shall review applications and make recommendations to the city manager for hiring other internal audit department employees[~~;~~] or procuring independent contractors [~~to be procured~~] for assistance with the internal audit [~~department~~].

D. In accordance with law and in consultation with the city attorney's office, the city manager shall report proposed personnel actions, such as hiring, discipline, or termination, relating to the internal auditor to the audit committee in executive session, in accordance with the New Mexico Open Meetings Act. Nothing in this paragraph shall prohibit the city manager from immediately placing the internal auditor on administrative leave due to a proposed personnel action; however, the city manager shall report the proposed personnel action to the audit committee, within seven (7) business days from the date the internal auditor is placed on administrative leave.

E. The internal auditor's work shall result in a complete written final report being made of each annual audit, special audit, investigation and/or examination made ("report") and shall be delivered to the city manager, except if the city manager is the subject of the audit, then the report shall be delivered to the mayor. The internal auditor shall also notify the governing body in writing that the final report has been delivered. Each report, in its final form, shall set out in detail, in a separate section, any violation of law or good accounting practices found. Such reports are confidential under this section until placed on the finance committee's agenda or put in their final form, whichever occurs first. Reports shall not exist in a draft form for more than thirty (30) days without presentation to the finance committee. Final reports shall also be timely presented to the audit committee. If the draft report is not ready to be delivered to the city manager in its final form or is not ready to be presented to the finance committee after thirty (30) days, then staff shall inform the finance committee, in writing, the specific date, absent court order not exceeding twenty (20) days, when the final

report will be delivered to the city manager or presented to the finance committee and the stated basis for the additional time needed.

F. Any final report for presentation to city committees or the governing body shall be included in the meeting packet and such meeting packets shall be posted on the city's website.

G. Prior to the committee meeting a final report placed on a committee agenda shall be accessible by all members of the governing body and the public, and at such time shall become a public record consistent with the Inspection of Public Records Act and its exemptions.

H. Within thirty (30) days after receipt of the report, the employee and/or division and/or department audited may notify the internal auditor of any errors in the report. If the internal auditor is satisfied from data or documents at hand, or by an additional investigation, that the report is erroneous, the internal auditor shall correct the report and furnish copies of the corrected report to all parties receiving the original report.

I. The internal auditor may disclose audit information or audit documentation that is confidential, without losing the confidentiality under this Ordinance to an independent external auditor in connection with a special audit, performance audit, attestation engagement, or other existing or potential engagement regarding the financial affairs and transactions of the city.

J. The auditor's budget shall be reflected in the city manager's proposed budget as a separate department. The budget shall be sufficient to allow the organization to carry out its responsibilities, including sufficient funding for annual continuing professional education requirements and professional certification as required by the generally accepted governmental auditing standards. The auditor's proposed budget shall be prepared and presented to the finance director and the city manager.

2-22.5 Internal auditor's duties; responsibilities; authority; administrative subpoena power.

A. If the internal auditor detects instances of possible fraud, waste, or abuse or potential violations of law by an auditee, [~~he~~] the auditor shall report the irregularities to the city manager and the audit committee.

(1) In accordance with Section 12-6-6 NMSA 1978 and state auditor's Rule 2.2.2.10K(3), a notification letter regarding the possible fraud, waste, or abuse shall also be sent to the state auditor's office whether or not an investigation by the internal auditor is conducted.

(2) If the irregularity is criminal in nature, the internal auditor shall immediately refer the irregularity to the appropriate prosecuting authority.

(3) If the irregularity warrants a special investigation, audit, and/or special audit, then the internal auditor shall conduct a special investigation, audit and/or special audit. The report shall be submitted to the city manager, the audit committee, the auditee, the governing body through the finance committee.

(4) The internal auditor shall not accept complaints related to discrimination or labor law matters. In some cases, it may be appropriate for internal audit to work with investigators or legal authorities, or withdraw from or defer further audit work on the audit or portion of the audit to avoid interfering with an ongoing investigation or legal proceeding.

B. The internal auditor shall adhere to generally accepted governmental auditing standards in conducting its work and will be considered independent as defined by those standards.

C. The internal auditor's work ~~department~~ is subject to a peer review by an appropriate professional non-partisan objective group every three (3) to five (5) years if the

internal auditor is an employee; contract internal auditors shall serve for no more than four consecutive years. A copy of the written report by an objective group shall be furnished to the city manager, audit committee, and governing body, via the finance committee.

D. The internal auditor shall have the power to subpoena witnesses, administer oaths, and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the internal auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the internal auditor and to produce evidence if so ordered, or to give testimony touching on the matter in question.

2-22.6 Scope of audits.

A. Audits, except for special audits or special investigations/examinations, will be conducted based on an annual audit plan developed in accordance with applicable professional auditing standards. This plan and any modifications thereof, are to be reviewed by the audit committee and recommended for approval.

(1) Within sixty (60) days before the beginning of each fiscal year, the internal auditor shall submit a one-to-five-year audit plan to the audit committee, the city manager and the governing body for review and comments, but the internal auditor shall have final authority to select the audits planned. The proposed plan shall include the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and agencies for the period. This plan may be amended after review;

(2) The final plan and any amendments will be presented to the audit committee, the city manager, and subject to approval of the governing body;

(3) In the selection of audit areas and audit objectives, the determination of audit scope and the timing of audit work, the internal auditor should

consult with federal, state, and other external auditors so that the desirable audit coverage is provided and audit effort is properly coordinated.

B. The internal auditor is authorized to conduct the following audits as defined in generally accepted governmental auditing standards:

(1) *Performance/Management Audits.* Performance audits are defined as engagements that provide assurance or conclusions based on an evaluation of sufficient and appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices.

(2) *Financial Audits.*

(3) *Attestation Engagements.* Attestation engagements result in an examination, a review, or agreed upon procedures about a subject matter that is the responsibility of another party. This includes special audits.

(4) *Advisory (Non-Audit) Services.* This includes special investigations. The issued report shall not include an opinion statement or a statement indicating the investigation was done in accordance with generally accepted government auditing standards. These services are subject to applicable professional standards.

C. The auditor shall have the authority to conduct performance and financial audits, attestation engagements or to provide advisory (non-audit) services to independently and objectively determine whether:

(1) The city, state or federal law authorizes the implemented activities and programs that are the subject of the audit;

(2) The objectives intended by city, state, or federal law are efficiently and effectively accomplished in the implementation of activities and programs;

(3) The expenditure of funds was or is in compliance with applicable laws;

(4) The revenues were or are properly collected, deposited, and accounted for;

(5) The entity, programs, activities, functions, or policies are effective, including the identification of any causes of inefficiencies or uneconomical practices;

(6) The desired result or benefits are being achieved;

(7) Resources, including funds, property and personnel, were or are adequately safeguarded, controlled, and used in a faithful, effective, and efficient manner;

(8) Financial and other reports fairly and fully disclosed all information as required by law necessary to evaluate and ascertain the nature and scope of programs and activities;

(9) Management established operating and administrative procedures and practices, accounting internal control systems and internal management controls were and are adequate and functioning as intended;

(10) City policies, budgets, goals, and objectives were and are fully implemented; and

(11) Indications of fraud, waste, abuse, or illegal acts are valid and need further investigation.

2-22.7 Reports.

A. The internal auditor shall report results of all types of audits, investigations and/or engagements in their final report form to the audit committee, the city manager, the auditees, and the governing body via the finance committee.

B. All types of audit reports, investigations, and/or engagements, in their final report form, are public records, available for public inspection.

C. The internal auditor's reports, including attestation engagements, shall follow the guidelines as specified in generally accepted governmental auditing standards, or in the case of a non-audit service applicable professional auditing standards.

D. At a minimum audit and attestation engagement reports should include:

(1) Statements describing the objectives, scope and methodology of the audit;

(2) A statement that the audit was performed in accordance with generally accepted government auditing standards;

(3) Background information, audit results, and findings as appropriate;

(4) A conclusion based on the audit objectives and the audit findings.; and

(5) The findings in the audit report should present sufficient, appropriate evidence to support the conclusion in relation to the audit objectives.

E. Responses submitted by the city manager relevant to the audit findings must include a remediation plan specifying dates and corrective action to be taken to resolve the issue.

(1) A response is required within fourteen (14) days of receipt of a final report;

(2) If no response is received, the internal auditor will note that fact in the transmittal letter and will release the report without a remediation plan.

F. The internal auditor shall submit an annual report to the audit committee, city manager, and governing body via the finance committee within sixty (60) days after fiscal year end indicating all audits, investigations, and/or engagements completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

2-22.8 Reporting.

The internal auditor shall follow the internal audit plan, report to the governing body via the finance committee, the auditees, the city manager, and the audit committee regarding all audit activities, results, and conclusions. Depending on the type of audit, the internal auditor shall report more frequently when requested.

2-22.9 Contract auditors, consultants, and experts.

Within budgetary constraints, the internal auditor may obtain the services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors, or other professional experts necessary to perform the functions of the internal audit department. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The internal auditor shall coordinate and monitor auditing performed by persons under contract to the internal auditor.

2-22.10 Penalty; cooperation; retaliation prohibited.

A. All city officials, employees, and contractors shall provide the internal auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence, electronic data, property, equipment and facilities, and any other materials within their custody. At the internal auditor's request, an official, employee, or contractor shall prepare reports and provide interviews. If an auditee, official, employee, vendor, or contractor fails to produce the requested information, the internal auditor shall notify the city manager requesting his assistance in causing a search to be made and germane exhibits to be taken from any book, paper, or record, written or electronic, excepting personal property. The city manager shall require the officials, employees, vendors, or contractors to produce the requested information. Further, all contracts with outside contractors and subcontractors shall contain a "right-to-audit" clause providing the internal auditor access to the contractor's employees and to all financial and performance

related records, property, and equipment purchased in whole or in part with governmental funds.

B. No person shall retaliate against, punish, or penalize any other person for complaining to, cooperating with, or assisting the internal auditor in the performance of his office. The internal auditor, all city employees and public officials, and any person cooperating with the internal auditor in performance of duties has the same protections as provided for in the Federal Whistle Blower Protection Act and the New Mexico Whistleblower Protection Act, Sections 10-16C-1 et seq. NMSA 1978.

C. Any official or employee who violates this section may be subject to discipline as may be specified in applicable city ordinances or any applicable collective bargaining agreement.

2-22.11 Audits and the Inspection of Public Records Act.

A. This subsection is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by § 3-17-1 et seq. and § 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by the New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act § 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of the Santa Fe Municipal Charter. The purpose of this subsection is within both the city's home rule powers and the delegated powers that all municipalities have to provide for the general welfare of their residents by the general welfare clause in Section 3-17-1(B) NMSA 1978 and police power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order within the municipality" by Section 3-18-1(F) and (G) NMSA 1978.

B. At all times during the audit process and after the report becomes a public record; the internal auditor shall follow applicable standards and 2.2.2 NMAC regarding the release of any information relating to the audit. Applicable standards include but are not

limited to the AICPA Code of Ethics Rule 301 and related interpretations and guidance, Institute for Internal Auditors interpretations and guidance and GAGAS 4.30 to 4.32 and GAGAS 4.40 to 4.44.

Section 13. Section 2-23 SFCC 1987 (being Ord. No. 2020-3, § 1, as amended) is hereby repealed.

Section 14. 26-1.6 SFCC 1987 (being Ord. No. 2005-30(A), § 35 and Ord. #2007-45, § 30, as amended) is hereby amended to read:

26-1.6 - Creation of office of affordable housing.

A. The office of affordable housing shall be established to administer the Santa Fe homes program in accordance with the provisions of this chapter, and to administer the city's other affordable housing programs. [~~The office of affordable housing shall be an independent department responsible to the city manager.~~]

B. In administering this chapter, the office of affordable housing shall work with the land use [~~department~~] division to eliminate conflict and duplication in the permitting and development approval process.

C. The office of affordable housing shall administer any agreements previously executed by the city and others.

Section 15. 26-3.5 SFCC 1987 (being Ord. No. 2007-23, § 8, as amended) is hereby amended to read:

26-3.5 - Definitions.

AHTF means the affordable housing trust fund.

Administrative procedures refer to the administrative procedures adopted by resolution that outline application, evaluation, and all other administrative procedures associated with the AHTF.

Affordable housing means residential housing primarily for persons or households of low

or moderate income.

Allowable uses means those uses for the AHTF which are set forth in subsection 26-3.4 SFCC 1987.

Community housing priorities means priorities established from time to time by the governing body to guide the allocation of funds from the AHTF.

Comprehensive housing strategy means a services delivery system that addresses the full continuum of housing needs from the homeless to the homebuyer.

Eligible households means a person or households of low or moderate income as defined in rules adopted by the New Mexico Mortgage Finance Association.

Leverage means the dollar value of other resources committed to projects for which an application and approval has been received for a loan or grant from the AHTF. Each dollar committed to the project that is not generated from the AHTF shall be considered as leverage.

Office of affordable housing means the [~~department~~] division of the city of Santa Fe or its successor administering affordable housing programs.

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Department Reorganization

2020-20 Department Reorg

Final Audit Report 2020-07-24

Created:	2020-07-24
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQJs9ffrQiGwv8DW4nxzjJ3gNqhAHnzO5

"2020-20 Department Reorg" History

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ACTION SHEET
PUBLIC WORKS AND PUBLIC UTILITES COMMITTEE MEETING OF 07/27/2020

ISSUE NO. 7E

Request for Approval to Publish Notice of Public Hearing on August 29, 2020: BILL 2020-20. An Ordinance Relating to Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing Certain City Departments, Organizing the Economic Development Division, Affordable Housing Office, Land Use Department, Tourism Santa Fe Department, Recreation Division, and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, and Office of Emergency Management as Divisions of a Community Health and Safety Department; and Placing the Constituent and Council Relations Department into the City Clerk's Office; Amending 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-9; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and the Constituent and Council Services Department; and Repealing the Sections of Chapter 2 that Establish Departments that Are Either Becoming Divisions or No Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; and Amending Sections 26-1.6 and 26-3.5 Regarding the Office of Affordable Housing. (Jesse Guillen, Legislative Liaison jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW

Governing Body (Request to Publish)	07/29/2020
Quality of Life Committee (Scheduled)	08/05/2020
Governing Body (Public Hearing)	08/26/2020

PUBLIC UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler to inform the public about the meeting. Unanimously approved to forward to 7/29/2020 Governing Body.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

SUBSTITUTE BILL

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING EFFICIENCIES, ENHANCING EFFECTIVENESS, AND ELIMINATING SILOS BY REORGANIZING CERTAIN CITY DEPARTMENTS, ORGANIZING THE ECONOMIC DEVELOPMENT DIVISION, OFFICE OF AFFORDABLE HOUSING [~~OFFICE~~], PLANNING AND LAND USE DEPARTMENT, TOURISM SANTA FE DEPARTMENT, [~~RECREATION DIVISION,~~] AND THE ARTS AND CULTURE DEPARTMENT AS DIVISIONS OF A COMMUNITY DEVELOPMENT DEPARTMENT; ORGANIZING THE COMMUNITY SERVICES DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, RECREATION DIVISION, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY AS DIVISIONS OF A COMMUNITY HEALTH AND SAFETY DEPARMENT; AND PLACING [~~THE~~] CONSTITUENT AND COUNCIL RELATIONS [~~DEPARTMENT~~] INTO THE CITY CLERK'S OFFICE TO FORM AN OFFICE OF COMMUNITY ENGAGEMENT; AMENDING SECTION 2.6-3; REPLACING SECTION 2-8 SFCC 1987 WITH A NEW SECTION 2-8 SFCC 1987 THAT ESTABLISHES ALL CITY DEPARTMENTS; REORGANIZING EXISTING SECTIONS 2-8, 2-14, 2-15, 2-19, AND 2-10 AS

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

SUBSECTIONS OF THE NEW SECTION 2-8; ESTABLISHING IN ORDINANCE THE EXISTING INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT AND [~~THE~~] CONSTITUENT AND COUNCIL SERVICES [~~DEPARTMENT~~]; AND REPEALING THE SECTIONS OF CHAPTER 2 THAT ESTABLISH DEPARTMENTS THAT ARE EITHER BECOMING DIVISIONS OR NOLONGER EXIST, SECTIONS 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, AND 2-23 SFCC 1987; AMENDING SECTION 2-22 SFCC 1987 TO PROVIDE CONTRACT INTERNAL AUDIT FUNCTIONS; [~~AND~~] AMENDING SECTIONS 26-1.6 AND 26-3.5 REGARDING THE OFFICE OF AFFORDABLE HOUSING; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY.

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

Section 1. Section 2-6.3 SFCC 1987 (being Code 1953, § 2-60; Code 1973, § 2-84; SFCC 1981, § 2-1-24, as amended) is hereby amended to read:

2-6.3 Duties of the city clerk. The city clerk shall:

A. Keep in custody all minutes, ordinances and resolutions approved by the governing body;

B. Attend all meetings of the governing body;

C. Record all proceedings, ordinances and resolutions of the governing body;

D. Upon request, furnish copies of municipal records. The city clerk may charge a reasonable fee for the cost of furnishing copies of municipal records;

E. Administer the municipal election and perform other election duties required pursuant to Articles 8 and 9, Chapter 3 NMSA 1978;

F. Have custody of, and safely keep, all official records and documents, such as contracts, agreements, deeds, of the city, the originals of which are to stay in the office, except

upon request of the city attorney for purposes of litigation;

G. Administer and process the filing and release of liens for the city as prescribed by Article 36, Chapter 3 NMSA 1978 or as otherwise provided by law; [~~and~~]

H. Administer and manage the office of community engagement, which includes constituent and council services [~~Department~~]; and

[~~H~~] I. Perform other duties prescribed by law, ordinance or city rules and regulations.

Section 2. Section 2-8 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby repealed.

Section 3. A new Section 2-8 SFCC 1987 is hereby ordained to read:

[NEW MATERIAL] 2-8 CITY DEPARTMENTS.

2-8.1 Finance Department.

A. Creation of department.

There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) *Position Established.* The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) *Duties.* The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep his accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in his possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in his care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) *Reports to Governing Body.* The finance officer shall be responsible and report to the governing body through the city manager.

(4) *Records Open for Inspection.* The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

2-8.2 Community Health and Safety Department.

A. Creation of department.

There is created a department of city government to be known as the "community health and safety department", comprised of [~~four~~] five divisions: the police department, the fire department, the community services department, the recreation division, and the office of emergency management and safety.

B. Police Department.

(1) Powers and duties generally. Police officers shall execute and return all

writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) Appointment of police officers; commissions. No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal [~~policeman~~] police officers without first having received his appointment in writing, known as his "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all [~~policemen~~] police officers of the department.

(3) Training schools and examinations.

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned

to each applicant a number which shall be endorsed on his examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) Extra or emergency police officers.

The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) Police department reserve.

(a) Created. There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) Control by Chief of Police. The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without

appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

c. Authority. The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

d. Powers and Duties.

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

e. Call of Members. When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

f. Requests for Assistance. Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

g. Workmen's Compensation. The city shall immediately take steps to provide necessary workmen's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

C. Fire Department**.**

~~[(1) Volunteer firefighters. There is created in the city "fire department, volunteer firefighters force", hereinafter referred to as the volunteer firefighters.~~

~~(a) The volunteer firefighters shall be subject to all regulations of the fire department of the city of Santa Fe and along with paid firemen be subject to the authority of the chief of city fire department who shall have sole and exclusive authority to:~~

~~(i) approve or disapprove of membership in the volunteer firefighters.~~

~~(ii) discipline or dismiss members of the volunteer firefighters subject to the same grievance procedure as set out in Ordinance No. 1983-44.~~

~~(b) The volunteer firefighters and its individual members shall~~

~~have authority in fire protection only upon request by the city fire dispatch.~~

~~(c) Volunteer firefighters; powers and duties.~~

~~(i) The duties of the volunteer firefighters are to provide safe and efficient fire fighting by adhering to any and all city of Santa Fe standard operating procedures, as referenced herein, or as may be amended from time to time, in Exhibit A, attached hereto.~~

~~(ii) The volunteer firefighters shall be summoned and will respond simultaneously with fire apparatus. Volunteer firefighters and paid firefighters shall possess the same powers and perform the same duties.~~

~~(d) Volunteer firefighters; insurance.~~

~~(i) The city shall provide necessary liability insurance covering liability that may arise against the city, its officers, employees, volunteer firefighters, or agents as a result of activities of the volunteer firefighters on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.~~

~~(ii) Active volunteer firefighter members are covered by an accident, sickness, or disability insurance policy which is paid by the City of Santa Fe.]~~

[~~(2)~~](1) Department authority and powers.

(a) Pursuant to Section 3-18-1F. and G. NMSA 1978 and 3-18-11B(1), the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose

of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(3) Department members designated as special police officers. Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any

fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(4) Obstructing or interfering with firemen. It is unlawful for any person to obstruct, annoy, or interfere with firemen wile in the discharge of their duties.

D. Community Services [~~Division~~] Department. The community services [~~division~~] department includes senior services, libraries, and family and youth services.

F. Office of Emergency Management and Safety.

(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management and safety," shall consist of:

(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;

(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

(2) Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from

emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

(3) Purpose.

(a) The purpose of the office of emergency management and safety is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(b) The duty of the office of emergency management and safety is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(c) The office of emergency management and safety shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(d) The office of emergency management and safety shall ensure that safety is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

(4) Emergency manager. The emergency manager shall:

(a) Be responsible to the [~~city manager~~] director of community

health and safety for the organization, administration, and operation of the emergency management program of the city;

(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(d) Develop an organizational structure for the office of emergency management and safety, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(e) Manage the [~~emergency operations center ("~~]EOC[~~")~~]; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(f) Maintain written emergency plans and safety protocols, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the [~~national incident management system~~] NIMS.

(5) Financing.

(a) Funds for necessary expenses of the office of emergency

management and safety, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.

(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management and safety expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

2-8.3 Community Development Department.

There is created a department of city government to be known as the “community development department” that shall include the following divisions: economic development division, office of affordable housing, planning and land use [~~division~~] department, TOURISM Santa Fe [~~division~~] department, [~~recreation,~~] and the arts and culture [~~division~~] department.

2-8.4 Information Technology and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

2-8.5 Public Works Department.

There is created a department of city government to be known as the "public works department".

2-8.6 Public Utilities Department.

There is created a department of city government to be known as the "public utilities department".

2-8.7 Human Resources Department.

There is created a department of city government to be known as the "human resources

department".

[~~**2-8.8 Council and Constituent Relations Department.**~~

~~There is created a department of city government to be known as the "council and constituent relations department," within the office of the city clerk.~~]

Section 4. Section 2-9 SFCC 1987 (being Code 1953, § 18-1; Code 1973, § 25-1; SFCC 1981, § 5-1-1) is hereby repealed.

Section 5. Section 2-10 SFCC 1987 (being Ord. No. 1987-55 § 1, as amended) is hereby repealed.

Section 6. Section 2-11 SFCC 1987 (being Ord. No. 1983-33, § 1, as amended) is hereby repealed.

Section 7. Section 2-12 SFCC 1987 (being Ord. No. 2007-45) is hereby repealed.

Section 8. Section 2-13 SFCC 1987 (being Ord. No. 1987-26, § 2, as amended) is hereby repealed.

Section 9. Section 2-16 SFCC 1987 (being Ord. No. 1975-20, as amended) is hereby repealed.

Section 10. Section 2-19 SFCC 1987 (being Ord. No. 2014-22, § 2) is hereby repealed.

Section 11. Section 2-21 SFCC 1987 (being Ord. No. 2014-22, § 3) is hereby repealed.

Section 12. Section 2-22 SFCC 1987 (being Ord. No. 1983-33, § 4, as amended) is hereby amended to read:

2-22 INTERNAL AUDIT [~~DEPARTMENT~~].

2-22.1 Short title.

Section 2-22 SFCC 1987 shall be cited as the "Internal Audit [~~Department~~] Ordinance."

2-22.2 Findings; purpose; goals.

A. The governing body finds that good governance, transparency and accountability are critical in the public sector for the effective and credible functioning of a healthy democracy, and in fulfilling the government's responsibility to citizens and taxpayers.

B. Transparent and reliable reporting and effective auditing in government serve to promote accountability, enhance the effectiveness of government services to its citizens, and increase the public's confidence in their government.

C. The members of the governing body share a duty to insure that the actions of public officials, employees and contractors of the city are carried out in the most responsible manner possible and that city policies, budgets, goals and objectives are fully implemented.

D. To accomplish this, the city requires the services of an independent office or contractor to provide independent, objective assurance and review services designed to promote transparency, accountability, efficiency and effectiveness of city government.

E. The governing body does hereby establish the internal audit department, an independent city department of city government or an independent contractor reporting to the city manager, which shall oversee the functions hereby established. To ensure independence and compliance with generally accepted governmental auditing standards, the internal auditor:

(1) Shall report results to the city manager, the audit committee, the finance committee and the governing body;

(3) Has access to the governing body in accordance with the Open Meeting Act; and

(4) Is sufficiently removed from political pressures to conduct audits and report findings, opinions, and conclusions objectively without fear of political reprisal.

F. The [~~governing body also directs the~~] internal audit department, in cooperation with the audit committee, shall establish job descriptions and department policies

and procedures based on generally accepted governmental auditing standards; and to adopt the Code of Ethics as defined by the Institute of Internal Auditors.

2-22.3 Definitions.

For the purpose of this section, the following definitions shall apply, unless the context clearly indicates or requires a different meaning.

Auditees mean the city related departments, programs, activities, agencies, vendors, contractors, employees, public officials or other city related entities affected by an audit or investigation.

Committee means the City of Santa Fe audit committee.

Contractors mean all city contractors.

Employee means a city employee.

Internal auditor means the internal auditor who is the head of the internal audit department or the city's primary contact for the internal audit contractor.

Official means the mayor or a city councilor.

Report means an audit, a special audit, an investigation and/or an examination.

Special investigation or special audit means additional procedures or audits undertaken because the need was not previously foreseen.

2-22.4 Creation of the internal audit department; resources; staff.

A. The internal audit department is created as an independent office of city government. The internal auditor [~~is~~] shall either be the head of the internal audit department or an independent contractor and shall report to the city manager.

B. The audit committee shall review applications for and make a recommendation to the city manager for hiring an internal auditor[~~, a city employee~~].

C. The internal auditor shall review applications and make recommendations to the city manager for hiring other internal audit department employees[~~;~~] or procuring

independent contractors [~~to be procured~~] for assistance with the internal audit [~~department~~].

D. In accordance with law and in consultation with the city attorney's office, the city manager shall report proposed personnel actions, such as hiring, discipline, or termination, relating to the internal auditor to the audit committee in executive session, in accordance with the New Mexico Open Meetings Act. Nothing in this paragraph shall prohibit the city manager from immediately placing the internal auditor on administrative leave due to a proposed personnel action; however, the city manager shall report the proposed personnel action to the audit committee, within seven (7) business days from the date the internal auditor is placed on administrative leave.

E. The internal auditor's work shall result in a complete written final report being made of each annual audit, special audit, investigation and/or examination made ("report") and shall be delivered to the city manager, except if the city manager is the subject of the audit, then the report shall be delivered to the mayor. The internal auditor shall also notify the governing body in writing that the final report has been delivered. Each report, in its final form, shall set out in detail, in a separate section, any violation of law or good accounting practices found. Such reports are confidential under this section until placed on the finance committee's agenda or put in their final form, whichever occurs first. Reports shall not exist in a draft form for more than thirty (30) days without presentation to the finance committee. Final reports shall also be timely presented to the audit committee. If the draft report is not ready to be delivered to the city manager in its final form or is not ready to be presented to the finance committee after thirty (30) days, then staff shall inform the finance committee, in writing, the specific date, absent court order not exceeding twenty (20) days, when the final report will be delivered to the city manager or presented to the finance committee and the stated basis for the additional time needed.

F. Any final report for presentation to city committees or the governing body

shall be included in the meeting packet and such meeting packets shall be posted on the city's website.

G. Prior to the committee meeting a final report placed on a committee agenda shall be accessible by all members of the governing body and the public, and at such time shall become a public record consistent with the Inspection of Public Records Act and its exemptions.

H. Within thirty (30) days after receipt of the report, the employee and/or division and/or department audited may notify the internal auditor of any errors in the report. If the internal auditor is satisfied from data or documents at hand, or by an additional investigation, that the report is erroneous, the internal auditor shall correct the report and furnish copies of the corrected report to all parties receiving the original report.

I. The internal auditor may disclose audit information or audit documentation that is confidential, without losing the confidentiality under this Ordinance to an independent external auditor in connection with a special audit, performance audit, attestation engagement, or other existing or potential engagement regarding the financial affairs and transactions of the city.

J. The auditor's budget shall be reflected in the city manager's proposed budget as a separate department. The budget shall be sufficient to allow the organization to carry out its responsibilities, including sufficient funding for annual continuing professional education requirements and professional certification as required by the generally accepted governmental auditing standards. The auditor's proposed budget shall be prepared and presented to the finance director and the city manager.

2-22.5 Internal auditor's duties; responsibilities; authority; administrative subpoena power.

A. If the internal auditor detects instances of possible fraud, waste, or abuse or

potential violations of law by an auditee, [~~he~~] the auditor shall report the irregularities to the city manager and the audit committee.

(1) In accordance with Section 12-6-6 NMSA 1978 and state auditor's Rule 2.2.2.10K(3), a notification letter regarding the possible fraud, waste, or abuse shall also be sent to the state auditor's office whether or not an investigation by the internal auditor is conducted.

(2) If the irregularity is criminal in nature, the internal auditor shall immediately refer the irregularity to the appropriate prosecuting authority.

(3) If the irregularity warrants a special investigation, audit, and/or special audit, then the internal auditor shall conduct a special investigation, audit and/or special audit. The report shall be submitted to the city manager, the audit committee, the auditee, the governing body through the finance committee.

(4) The internal auditor shall not accept complaints related to discrimination or labor law matters. In some cases, it may be appropriate for internal audit to work with investigators or legal authorities, or withdraw from or defer further audit work on the audit or portion of the audit to avoid interfering with an ongoing investigation or legal proceeding.

B. The internal auditor shall adhere to generally accepted governmental auditing standards in conducting its work and will be considered independent as defined by those standards.

C. The internal auditor's work ~~department~~ is subject to a peer review by an appropriate professional non-partisan objective group every three (3) to five (5) years if the internal auditor is an employee; contract internal auditors shall serve for no more than four consecutive years. A copy of the written report by an objective group shall be furnished to the city manager, audit committee, and governing body, via the finance committee.

D. The internal auditor shall have the power to subpoena witnesses, administer oaths, and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the internal auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the internal auditor and to produce evidence if so ordered, or to give testimony touching on the matter in question.

2-22.6 Scope of audits.

A. Audits, except for special audits or special investigations/examinations, will be conducted based on an annual audit plan developed in accordance with applicable professional auditing standards. This plan and any modifications thereof, are to be reviewed by the audit committee and recommended for approval.

(1) Within sixty (60) days before the beginning of each fiscal year, the internal auditor shall submit a one-to-five-year audit plan to the audit committee, the city manager and the governing body for review and comments, but the internal auditor shall have final authority to select the audits planned. The proposed plan shall include the rationale for the selections, for auditing departments, offices, boards, activities, subcontractors and agencies for the period. This plan may be amended after review;

(2) The final plan and any amendments will be presented to the audit committee, the city manager, and subject to approval of the governing body;

(3) In the selection of audit areas and audit objectives, the determination of audit scope and the timing of audit work, the internal auditor should consult with federal, state, and other external auditors so that the desirable audit coverage is provided and audit effort is properly coordinated.

B. The internal auditor is authorized to conduct the following audits as defined in

generally accepted governmental auditing standards:

(1) *Performance/Management Audits.* Performance audits are defined as engagements that provide assurance or conclusions based on an evaluation of sufficient and appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices.

(2) *Financial Audits.*

(3) *Attestation Engagements.* Attestation engagements result in an examination, a review, or agreed upon procedures about a subject matter that is the responsibility of another party. This includes special audits.

(4) *Advisory (Non-Audit) Services.* This includes special investigations. The issued report shall not include an opinion statement or a statement indicating the investigation was done in accordance with generally accepted government auditing standards. These services are subject to applicable professional standards.

C. The auditor shall have the authority to conduct performance and financial audits, attestation engagements or to provide advisory (non-audit) services to independently and objectively determine whether:

(1) The city, state or federal law authorizes the implemented activities and programs that are the subject of the audit;

(2) The objectives intended by city, state, or federal law are efficiently and effectively accomplished in the implementation of activities and programs;

(3) The expenditure of funds was or is in compliance with applicable laws;

(4) The revenues were or are properly collected, deposited, and accounted for;

(5) The entity, programs, activities, functions, or policies are effective,

including the identification of any causes of inefficiencies or uneconomical practices;

(6) The desired result or benefits are being achieved;

(7) Resources, including funds, property and personnel, were or are adequately safeguarded, controlled, and used in a faithful, effective, and efficient manner;

(8) Financial and other reports fairly and fully disclosed all information as required by law necessary to evaluate and ascertain the nature and scope of programs and activities;

(9) Management established operating and administrative procedures and practices, accounting internal control systems and internal management controls were and are adequate and functioning as intended;

(10) City policies, budgets, goals, and objectives were and are fully implemented; and

(11) Indications of fraud, waste, abuse, or illegal acts are valid and need further investigation.

2-22.7 Reports.

A. The internal auditor shall report results of all types of audits, investigations and/or engagements in their final report form to the audit committee, the city manager, the auditees, and the governing body via the finance committee.

B. All types of audit reports, investigations, and/or engagements, in their final report form, are public records, available for public inspection.

C. The internal auditor's reports, including attestation engagements, shall follow the guidelines as specified in generally accepted governmental auditing standards, or in the case of a non-audit service applicable professional auditing standards.

D. At a minimum audit and attestation engagement reports should include:

(1) Statements describing the objectives, scope and methodology of the audit;

(2) A statement that the audit was performed in accordance with generally accepted government auditing standards;

(3) Background information, audit results, and findings as appropriate;

(4) A conclusion based on the audit objectives and the audit findings.; and

(5) The findings in the audit report should present sufficient, appropriate evidence to support the conclusion in relation to the audit objectives.

E. Responses submitted by the city manager relevant to the audit findings must include a remediation plan specifying dates and corrective action to be taken to resolve the issue.

(1) A response is required within fourteen (14) days of receipt of a final report;

(2) If no response is received, the internal auditor will note that fact in the transmittal letter and will release the report without a remediation plan.

F. The internal auditor shall submit an annual report to the audit committee, city manager, and governing body via the finance committee within sixty (60) days after fiscal year end indicating all audits, investigations, and/or engagements completed, major findings, corrective actions taken by administrative managers, and significant issues which have not been fully addressed by management.

2-22.8 Reporting.

The internal auditor shall follow the internal audit plan, report to the governing body via the finance committee, the auditees, the city manager, and the audit committee regarding all audit activities, results, and conclusions. Depending on the type of audit, the internal auditor shall report more frequently when requested.

2-22.9 Contract auditors, consultants, and experts.

Within budgetary constraints, the internal auditor may obtain the services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors, or other professional experts necessary to perform the functions of the internal audit department. Contractors performing an audit shall not have any financial interest in the affairs of the auditees, officials, or employees. The internal auditor shall coordinate and monitor auditing performed by persons under contract to the internal auditor.

2-22.10 Penalty; cooperation; retaliation prohibited.

A. All city officials, employees, and contractors shall provide the internal auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence, electronic data, property, equipment and facilities, and any other materials within their custody. At the internal auditor's request, an official, employee, or contractor shall prepare reports and provide interviews. If an auditee, official, employee, vendor, or contractor fails to produce the requested information, the internal auditor shall notify the city manager requesting his assistance in causing a search to be made and germane exhibits to be taken from any book, paper, or record, written or electronic, excepting personal property. The city manager shall require the officials, employees, vendors, or contractors to produce the requested information. Further, all contracts with outside contractors and subcontractors shall contain a "right-to-audit" clause providing the internal auditor access to the contractor's employees and to all financial and performance related records, property, and equipment purchased in whole or in part with governmental funds.

B. No person shall retaliate against, punish, or penalize any other person for complaining to, cooperating with, or assisting the internal auditor in the performance of his office. The internal auditor, all city employees and public officials, and any person

cooperating with the internal auditor in performance of duties has the same protections as provided for in the Federal Whistle Blower Protection Act and the New Mexico Whistleblower Protection Act, Sections 10-16C-1 et seq. NMSA 1978.

C. Any official or employee who violates this section may be subject to discipline as may be specified in applicable city ordinances or any applicable collective bargaining agreement.

2-22.11 Audits and the Inspection of Public Records Act.

A. This subsection is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by § 3-17-1 et seq. and § 3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by the New Mexico Constitution, Article X §§ 6(D) and 6(E) and the Municipal Charter Act § 3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of the Santa Fe Municipal Charter. The purpose of this subsection is within both the city's home rule powers and the delegated powers that all municipalities have to provide for the general welfare of their residents by the general welfare clause in Section 3-17-1(B) NMSA 1978 and police power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order within the municipality" by Section 3-18-1(F) and (G) NMSA 1978.

B. At all times during the audit process and after the report becomes a public record; the internal auditor shall follow applicable standards and 2.2.2 NMAC regarding the release of any information relating to the audit. Applicable standards include but are not limited to the AICPA Code of Ethics Rule 301 and related interpretations and guidance, Institute for Internal Auditors interpretations and guidance and GAGAS 4.30 to 4.32 and GAGAS 4.40 to 4.44.

Section 13. Section 2-23 SFCC 1987 (being Ord. No. 2020-3, § 1, as amended) is hereby repealed.

Section 14. Section 23-4.9 SFCC 1987 (being Ord. No. 1981-39 § 12, as amended) is hereby amended to read:

A. All requests for use of public parks for organized gatherings, including the plaza and plaza park, as well as concessions supporting these events, may be approved by the [~~parks and recreation~~] department authorized to do so by the City Manager.

B. Applicants for use of city parks shall follow and be subject to the procedures, requirements, and restrictions adopted by the governing body.

Section 15. 26-1.6 SFCC 1987 (being Ord. No. 2005-30(A), § 35 and Ord. #2007-45, § 30, as amended) is hereby amended to read:

26-1.6 Creation of office of affordable housing.

A. The office of affordable housing shall be established to administer the Santa Fe homes program in accordance with the provisions of this chapter, and to administer the city's other affordable housing programs. [~~The office of affordable housing shall be an independent department responsible to the city manager.~~]

B. In administering this chapter, the office of affordable housing shall work with the land use [~~department~~] division to eliminate conflict and duplication in the permitting and development approval process.

C. The office of affordable housing shall administer any agreements previously executed by the city and others.

Section 16. 26-3.5 SFCC 1987 (being Ord. No. 2007-23, § 8, as amended) is hereby amended to read:

26-3.5 Definitions.

AHTF means the affordable housing trust fund.

Administrative procedures refer to the administrative procedures adopted by resolution that outline application, evaluation, and all other administrative procedures associated with the

AHTF.

Affordable housing means residential housing primarily for persons or households of low or moderate income.

Allowable uses means those uses for the AHTF which are set forth in subsection 26-3.4 SFCC 1987.

Community housing priorities means priorities established from time to time by the governing body to guide the allocation of funds from the AHTF.

Comprehensive housing strategy means a services delivery system that addresses the full continuum of housing needs from the homeless to the homebuyer.

Eligible households means a person or households of low or moderate income as defined in rules adopted by the New Mexico Mortgage Finance Association.

Leverage means the dollar value of other resources committed to projects for which an application and approval has been received for a loan or grant from the AHTF. Each dollar committed to the project that is not generated from the AHTF shall be considered as leverage.

Office of affordable housing means the [~~department~~] division of the city of Santa Fe or its successor administering affordable housing programs.

Section 16. Editor's Note: SFCC 1987 is hereby amended to strike all references to "land use department" and insert in lieu thereof "planning and land use department".

APPROVED AS TO FORM:

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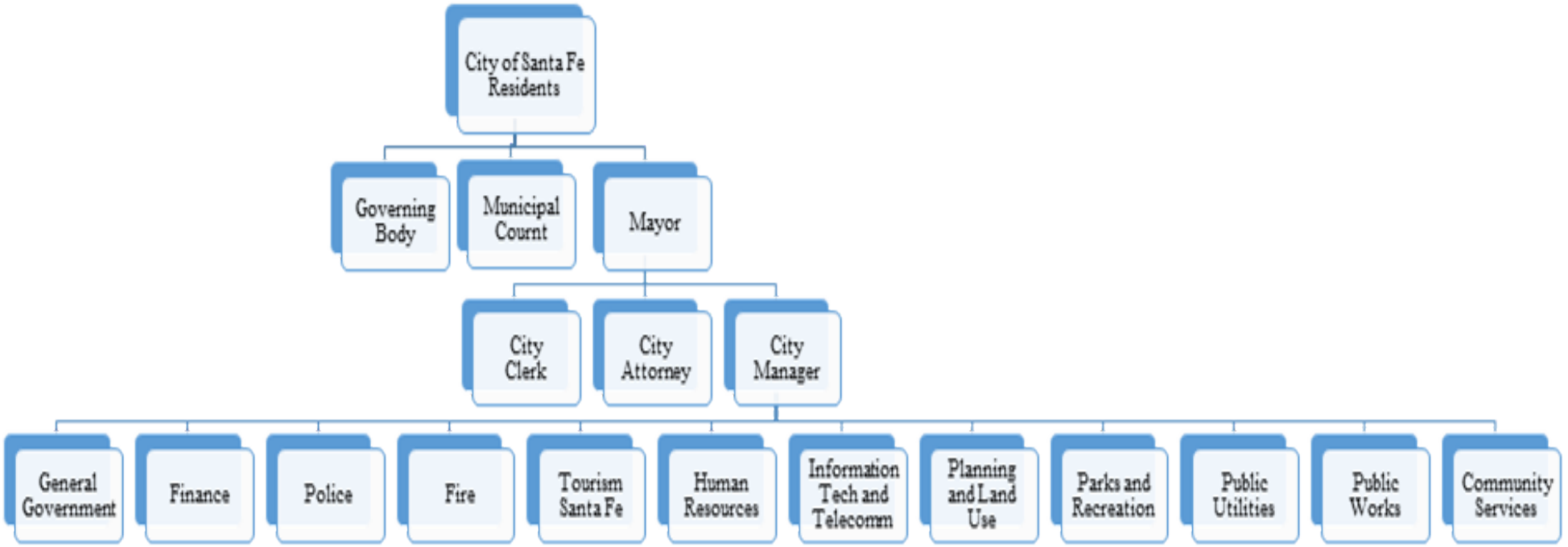
ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe
Reorganization Proposal

August 2020

Existing City Organizational Chart*



*This organizational chart that was included in the FY20 Budget Book. After that, the Arts and Culture Department was created. "General Government", a grouping created for budgetary purposes, included several organizational units, including the Office of Affordable Housing, Economic Development Department, Office of Emergency Management, and Constituent and Council Services.

Reorganization Proposal

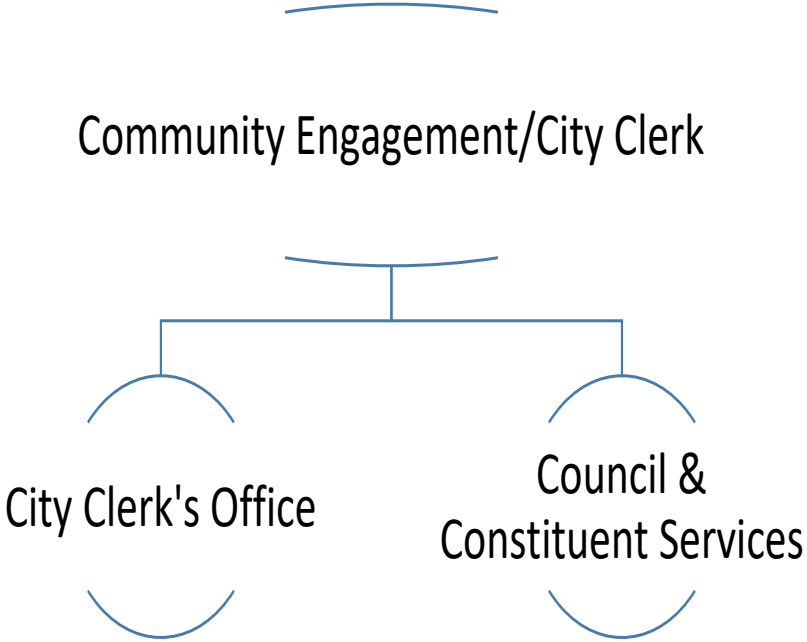
- Three primary re-organizations around the shared theme of Community:
  - Community Engagement
  - Community Development
  - Community Health and Safety

- Parks and Recreation changes, putting "like with like"

- Changes that were included in the FY21 budget that are not contingent on adopting legislation:
  - Creating a Grants Management Division to centralize grant accounting
  - Placing Safety staff in the Office of Emergency Management

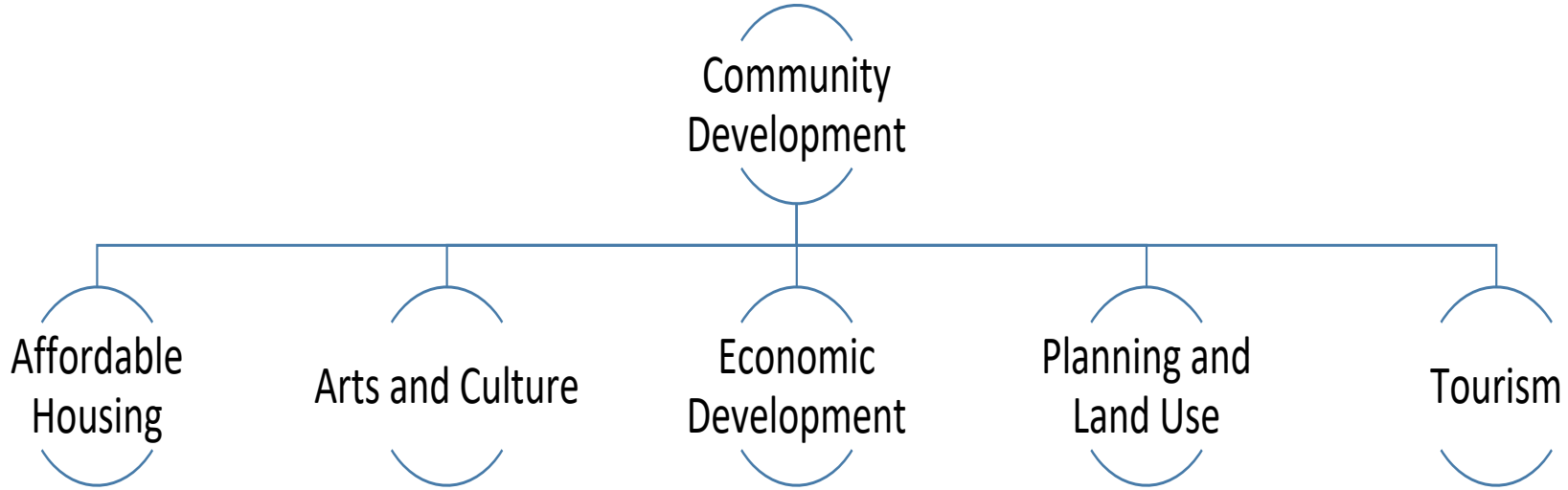
Reorganization Proposal

Relocate Constituent and Council Services into an Office of Community Engagement led by the City Clerk. With this change, the Clerk's office becomes the central hub for all external communications, resident outreach, and ongoing virtual meetings.



Reorganization Proposal

Bring together five of the City's external facing departments, Arts and Culture, Affordable Housing, Economic Development, Planning and Land Use, and Tourism, into a Community Development Department.



FY21 Recommended Budget Overview
Reorganization Proposal

Bringing together the Police, Fire, Emergency Management and Safety, Community Services, and Recreation, to comprise a Community Health and Safety Department. This department will allow the City to continue to build on a public health approach to public safety.

Community Health and Safety Mission Statement

The mission of the Community Health and Safety Department is to provide all people in Santa Fe with a safe, healthy environment in which to live, work, and to visit. We collaborate across the Police, Fire, Community Services, Recreation, and Emergency Management Divisions to help our community members live their best lives.

Community Development Mission Statement

The mission of the Community Development Department is to create a livable and equitable Santa Fe. A place where land use and transportation planning, job growth and economic diversification, housing choices of all kinds, and our unique history and cultural heritage all combine to create vibrant neighborhoods and a city place where everyone is afforded the highest level of quality of life, economic opportunity and self-expression.

City of Santa Fe Residents
City Council
Mayor
Municipal Court
*City Clerk/Community Enggagment
City Clerk's Office
Council and Constituent Services
City Manager
Finance
Accounting & Accounts Payable
Budget
Fleet
*Grants Managment
Payroll
Purchasing & Contracts
Risk
Treasury
Human Resources
Benefits
HR Operations
Wellness
Employee Relations
Information Technology
Infrastructure
End User Services
Enterprise Applications
*Community Development
Affordable Housing
Arts & Culture
Economic Development
Planning & Land Use
Tourism
*Community Health & Safety
Community Services
Emergency Management & *Safety
Fire
Police
*Recreation
Public Works
Airport
Engineering
Facilities
Midtown
*Parks & MRC
Parking
Streets& Drainage
Transit
Public Utilities
Environmental Services
Utility Billing
Water
Wastewater
City Attorney

City of Santa Fe New Mexico
Memorandum

Date: August 6, 2020

To: Quality of Life Committee, Governing Body

Via: Erin McSherry, City Attorney

From: Jesse Guillen, Legislative Liaison

RE: Food Depot Annual Fund Drive

ITEM AND ISSUE

Consideration of a Resolution supporting the ninth annual Neighbor to Neighbor Fund Drive, hosted by the Food Depot.

BACKGROUND AND SUMMARY

In previous years the Governing Body has supported the annual Neighbor to Neighbor Food Drive which collects donated food from over 100 neighborhoods. These donation provide over 200,000 meals for families throughout Northern New Mexico. Because of COVID-19, the Food Depot is unable to hold the food drive and is instead hosting a "fund drive" to solicit donations that will be used to purchase the food that would otherwise have been donated. In past years, City support has included the use of official vehicles to pick up and transport the donated food to the Food Depot. In the absence of a food drive, no City equipment or labor will be utilized this year.

ACTION REQUESTED

Adopt the Resolution as presented.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

A RESOLUTION

SUPPORTING THE NINTH ANNUAL NEIGHBOR TO NEIGHBOR FUND DRIVE.

WHEREAS, according to Feeding America's "Map the Meal Gap", New Mexico consistently ranks as one of the worst states for food security; and

WHEREAS, the same study found that, in New Mexico, more than 320,000 people seek food assistance annually; and

WHEREAS, additionally, over 18,300 people live in poverty in Santa Fe County including over 5,900 children; and

WHEREAS, the study also found that in Santa Fe County, one in four children are affected by hunger; and

WHEREAS, research has demonstrated children who go without adequate healthy food cannot thrive nor learn well; and

WHEREAS, public and private partnerships can both feed children and improve the local agricultural economy; and

WHEREAS, it is the mission of The Food Depot to end hunger in Northern New Mexico;

and

WHEREAS, the Food Depot fulfills this goal through serving as the food bank for nine Northern New Mexico counties, providing food to more than 145 nonprofit agencies, including emergency food pantries, hot meal programs, homeless shelters, youth programs, senior centers, homes for the mentally disabled, and shelters for battered persons; and

WHEREAS, in 2019, the Food Depot distributed an average of 527,000 pounds of food each month, providing more than 439,000 meals to people in need, including the most vulnerable in our community; and

WHEREAS, more than just feeding people, The Food Depot is trying to help people change their lives; and

WHEREAS, every September since 2012, the neighborhoods in the Santa Fe area have participated in donating food to The Food Depot through an area-wide neighborhood association "Neighbor to Neighbor" Food Drive, in conj unction with the national "Hunger Action Month"; and

WHEREAS, this food drive has grown exponentially over the last eight years; and

WHEREAS, in 2017, 87 neighborhoods donated, in combination of pounds of food and monetary donations, a grand total of over 76 tons, or 152,297 pounds of food to the drive, thereby providing 126,914 meals for those in need; and

WHEREAS, in 2018, over 100 neighborhoods and businesses donated, in combination of pounds of food and monetary donations, a grand total of over 100 tons or 240,000 pounds of food to this drive, therefore providing over 200,000 meals for those in need; and

WHEREAS, the meals provided in 2018 to those in need are equivalent to nearly half of one month's distribution from The Food Depot, illustrating the importance of the Neighbor to Neighbor Food Drive to accomplishing the mission of the organization; and

WHEREAS, in 2019 , the Santa Fe community provided 364,290 pounds of food, equal to 303,575 meals for those in need; and

WHEREAS, the onset of the novel coronavirus pandemic has restricted the ability of the Food Depot to conduct the annual food drive in the traditional manner; and

WHEREAS, instead, the Food Depot will accept monetary donations in order to purchase food that will be distributed to needy families in northern New Mexico; and

WHEREAS, on Saturday, September 19, 2020, the neighborhood associations and communities of the Santa Fe area will again band together for the Ninth Annual Area-Wide "Neighbor to Neighbor Fund Drive" to benefit The Food Depot.

WHEREAS, the success of this program over the preceding eight years is evidence that the food drive will continue to be an annual event that neighborhood associations across the city look forward to participating in each year, with the encouragement and support of the City and its elected officials.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it supports and encourages the efforts of the eighth annual "Neighbor to Neighbor Fund Drive" on September 19, 2020.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Neighbor to Neighbor Fund Drive

FIR No. 3273

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Neighbor to Neighbor Fund Drive**

Sponsor(s): Councilor Vigil Coppler

Revie wing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 8/6/20 Phone: 955-6518

Revie wed by City Attorney: _____ Date: Aug 12, 2020

Revie wed by Finance Director: _____ Date: Aug 13, 2020

Summary:
The proposed Resolution supports the ninth annual "food drive", which has become a "fund drive" as a result of the novel coronavirus pandemic. The Resolution expresses the Governing Body's support for the event and the work in reducing hunger that the Food Depot does throughout northern New Mexico.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
The Governing Body will not express its support for the Food Depot's Fund Drive.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified.

Performance and Administrative Implications:
In past years the City has donated vehicles and labor to pick up and deliver the food donations. Because there will not be a food drive, there will be no need for the use of City resources.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) o r 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 __	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:

Neighbor to Neighbor Fund Drive (For Signature)

Final Audit Report 2020-08-13

Created:	2020-08-12
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVmLlcMWPq_mLLCzuHZen7wZAAW-gPjYE

"Neighbor to Neighbor Fund Drive (For Signature)" History

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2020-08-12 - 5:50:59 PM GMT

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Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Erin McSherry (ekmcsherry@santafenm.gov) and Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-13 - 7:29:24 PM GMT

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City of Santa Fe, New Mexico

memo

Date: July 9, 2020

To: Quality of Life Committee

Finance Committee

Governing Body

From: Kyle Mason, Emergency Management Director

Subject: Extension of 2018 State Homeland Security Grant Program Sub-grant Agreement

Attached is the revised sub-grant agreement extending the performance period for this grant through September 30, 2020. This will allow the City to expend some of the remaining $66,697.12 for Homeland Security-related improvements to our Police Department's Intelligence Center. Please sign each copy of this amended sub-grant agreement and I will forward to the New Mexico Department of Homeland Security and Emergency Management to officially extend the grant's performance period.

Please let me know if you have any additional questions or need any clarification. I may be reached via email (kamason@santafenm.gov) or at extension 6704.

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT AMENDMENT 1

2018 State Homeland Security Grant Program (SHGP)

2018 Federal Grant No.: EMW-2018-SS-00056-S01 CFDA No.: 97.067

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME	3. FIDUCIARY NAME
EMW-2018-SS-00056-S01-01	City of Santa Fe	City of Santa Fe

4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE
0000054360	85-6000168	069420818	4C987

8. SUB- RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS
200 Lincoln Ave. Santa Fe, NM 87501	200 Lincoln Ave. Santa Fe, NM 87501

10. DHSEM CONTACT NAME:	11. CONTACT DESK PHONE:	505-476-9614
Victoria L. Romero	CONTACT EMAIL ADDRESS:	DHSEM.Grants@state.nm.us

THIS AMENDMENT EXTENDS THE PERFORMANCE PERIOD END DATE TO SEPTEMBER 30, 2020. ALL OTHER TERMS AND CONDITIONS IN THE ORIGINAL SUB GRANT AGREEMENT REMAIN THE SAME.

12a. PERFORMANCE PERIOD START DATE	January 1, 2019	12b. PERFORMANCE PERIOD END DATE	September 30, 2020

13a. SHSGP FEDERAL AWARD	13b. SHSGP TOTAL SUB-RECIPIENT AWARD
$ 120,464.00	$ 120,464.00

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	PLANNING	$ 0.00
2	EQUIPMENT	$ 66,934.00
3	TRAINING	$ 53,530.00
4	EXERCISE	$ 0.00
5		$
6		$
7		$
8		$
	TOTAL AMOUNT OF PROJECTS	$ 120,464.00

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT AMENDMENT 1
2018 State Homeland Security Grant Program
2018 Federal Grant No. EMW-2018-SS-00056-S01 CFDA No. 97.067

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **City of Santa Fe** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES			
Signature of Emergency Management Program Manager			**DATE**
KAM			7/27/2020
Printed Name:	Kyle Mason		
Contact Number:	505-955-6704	**e-Mail Address:**	kamason@santafenm.gov
Signature of Jurisdiction Chief Financial Officer			**DATE**
Printed Name:			
Contact Number:		**e-Mail Address:**	
Signature of Jurisdiction Signatory Official			**DATE**
Printed Name:			
Contact Number:		**e-Mail Address:**	
NM DHSEM SIGNATURES			
Signature of DHSEM Grant Manager			**DATE**
Print Name: ***Juanita Abeyta***			
Signature of DHSEM Cabinet Secretary Designate			**DATE**
Print Name: ***Bianca Ortiz Wertheim***			

Please print two (2) originals, sign both and mail to:
Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 10, 2020 11:51 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

22852.560700
22852.560200
22852.560500
22852.570800
22852.570500

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2018 State Homeland Security Grant Program

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Grant

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Emergency Management Staff Name Kyle Mason

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Kyle Mason	Emergency Management Director	7/9/2020
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway CCO 7/12/20
Fran Dunaway (Jul 12, 2020 25:14 MDT)

Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 18-1367

Contractor: US DEPT OF HOMELAND SECURITY

Description: 2018 State Homeland Security Grant Program (SHSGP). MUNIS Grant # F2038. 2212850 / 560700; 560200; 560050; 570500; 570800

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: 12/1/2019 Term End Date: 6/30/2020

☑ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: September 30, 2020

☐ Approved by Council Date: _____

Amendment is for: Extension of Period or Performance

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

3. Procurement History: _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: US DEPT OF HOMELAND SECURITY Org / Object: See Description Above

Alexis Lotero (Jul 10, 2020 20:46 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Kyle Mason Phone # 6704

Email: kamason@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

2018 SHSGP Amendment 1 Packet

Final Audit Report 2020-07-13

Created:	2020-07-09
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
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"2018 SHSGP Amendment 1 Packet" History

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2020-07-13 - 5:14:13 AM GMT

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ITEM # 18-1367

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2018 State Homeland Security Grant Program (SHSGP)
2018 Federal Grant No.: EMW-2018-SS-00056-S01 CFDA No.: 97.067

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME	3. FIDUCIARY NAME
EMW-2018-SS-00056-S01-City of Santa Fe	City of Santa Fe	City of Santa Fe

4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE
0000054360	85-6000168	069420818	4C987

8. SUB- RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS
200 Lincoln Avenue Santa Fe, NM 87501	200 Lincoln Avenue Santa Fe, NM 87501

10. DHSEM CONTACT NAME:	11. CONTACT DESK PHONE:	505476-9614
Victoria Romero	CONTACT EMAIL ADDRESS:	DHSEM.Grants@state.nm.us

12a. PERFORMANCE PERIOD START DATE	January 1, 2019	12b. PERFORMANCE PERIOD END DATE	June 30, 2020

13a. SHSGP FEDERAL AWARD	13b. SHSGP TOTAL SUB-RECIPIENT AWARD
$ 120,464.00	$ 120,464.00

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	PLANNING	$ 0.00
2	EQUIPMENT	$ 66,934.00
3	TRAINING	$ 53,530.00
4	EXERCISE	$ 0.00
5		$
6		$
	TOTAL AMOUNT OF PROJECTS	$ 120,464.00

See attached Project Worksheet for required Project Scope of Work Details.
This Project Worksheet attachment is incorporated into the terms and conditions of this agreement.

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management **(DHSEM)** has been designated by the United States Department of Homeland Security **(DHS)** to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **City of Santa Fe.**

WHEREAS, funding has been obligated from the **DHS** pursuant to a request by the applicant, sub-recipient, and sub-grantee, **City of Santa Fe.**

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **City of Santa Fe** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:
Attachment I Required Reimbursement Checklist
2018 Homeland Security Grant Program Application
2018 Homeland Security Grant Program Notice of Funding Opportunity (DHS-18-GPD-067-00-01)
2018 SHSGP NOFO Appendix A, B, C & D.
2018 SHSGP Project Award Approved Worksheet

ARTICLE 2: *SCOPE OF WORK*

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **City of Santa Fe** shall use SHSGP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **City of Santa Fe** to pay for the eligible expenditures per approved projects previously identified in the SHSGP grant application, and approved by the DHSEM Cabinet Secretary. All work performed pursuant to this agreement must comply with the approved SHSGP application, as applicable. All work must be completed within the performance period, between **January 1, 2019** and **June 30, 2020. City of Santa Fe** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **City of Santa Fe**

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub–grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4 : REPORTING REQUIREMENTS

The sub recipient, **City of Santa Fe** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. ***Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of grant activity.*** Final reports are due 45 days after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report. The Final Narrative will suffice as the Final Performance Progress Report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by both the Quarterly Financial Progress and Performance Progress reports. If there is no reimbursement requests for a given quarter all reports must still be submitted. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted.

Contracts: All sole–source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre–approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.
Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.
Travel: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.
Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.
Training: Requires DHSEM pre–approval 30 days prior to registering or participating in training opportunities.
Exercise: Requires submission of an After–Action Report/Improvement Plan within 60 days after conduct of exercise.
Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable;
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
    - Participation by all participants is mandatory; and

- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and ***procurements greater than $60,000.00*** not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Food reimbursements when travel does not exceed 24 hours.
- Alcoholic beverages
- Late fees or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole–source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.**

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with Local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub–recipient expending $750,000.00 or more in Federal funds in the organization's fiscal year to conduct an organization–wide audit ***in accordance with 2 CFR 200 Subpart F***. **City of Santa Fe** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with ***2 CFR 200 Subpart F***. Copies of audit findings must be submitted to DHSEM within 30 days after **City of Santa Fe** receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the U.S. Department of Homeland Security**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning

and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from DHS, and DHSEM. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.**

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

A. The performance period for this grant award is **January 1, 2019 through June 30, 2020.** Further, all

personnel related grant activity must be completed between **January 1, 2019 and June 30, 2020**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds *must be liquidated* within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.**

B. The 2018 SAFECOM guidance, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:

- Governance and Leadership,
- Statewide Planning for Emergency Communications,
- Emergency Communications Training and Exercises,
- Activities that Enhance Operational Coordination, and
- Standards Based Technology and Equipment.

To support these priorities, grantees should target funding toward standards-based equipment that enables the sub-recipients to:

a. Sustain and maintain current Land Mobile Radios (LMR) capabilities
b. Use Project 25 (P25)-compliant LMR equipment for mission critical voice communications
c. Meet NMDoIT, FCC and FirstNet spectrum and authority to operate requirements
d. Transition towards Next Generation 911 (NG911) capabilities
e. Support standards that allow for alerts and warnings across different systems
f. Sustain backup solutions (e.g., backup power, portable repeaters, satellite phones, HF radios)
g. Secure equipment, information, and capabilities from physical and virtual threats

C. Deployable / Shareable Assets - All assets supported in part or entirely with FY2018 SHSGP funding must be readily deployable to support emergency or disaster operations per existing Interstate Mutual Aid System (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.

D. All assets supported in part of entirely with FY2018 SHSGP funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the DHSEM.

E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2018 State Homeland Security Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

F. The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.

G. The signature of the signatory officials on this award attests to **City of Santa Fe** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. **Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.**

H. **City of Santa Fe** shall ensure the **accounting system** used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is

accounted for separately.

I. **City of Santa Fe** shall comply with **Federal Civil Rights Laws and Regulations**: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.* **City of Santa Fe** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

J. **City of Santa Fe** certifies that it has an **Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP)** (for USDHS/DOJ grants). An EEOP is not required for recipients of less than $25,000.00 or fewer than 50 employees.

K. **City of Santa Fe** certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

L. It is the responsibility of **City of Santa Fe** as the recipient of these federal funds to fully understand and comply with the requirements of:

- **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements,** OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002
- **Whistleblower Protection Act,**
  - 10 U.S.C Section 2409
  - 10 U.S.C. Section 2324
  - 41 U. S. C. Sections 4304 41 U. S. C. Sections 4310
- **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- **USA Patriot Act of 2001,** 18 U.S.C. Sections175 175c
- **Universal Identifier and System of Award Management (SAM),** 2 C.F.R. Part 25, Appendix A
- **Reporting of Matters Related to Recipient Integrity and Performance,** 2 C.F.R. Part 200, Append ix, XII
- **Rehabilitation Act of 1973, 29 U.S.C. Section 794**
- **Trafficking Victims Protection Act of 2000,** Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15, **Terrorist Financing**
- **2018 SAFECOM Guidance** https://www.dhs.gov/safecom
- **Reporting Sub-Awards and Executive Compensation**
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act**
- **Environmental Protection Agency (EPA) 40 C. F.R. Part 247**
- **Patents and Intellectual Property Rights**
  - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
  - 37 C.F.R. Part 401
  - 37 C.F.R. Section 401.14
- **DHS HSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions, 31 U.S.C. Section 1352**

- **Limited English Proficiency (Civil Rights Act of 1964, Title VI**
- **Hotel and Motel Fire Safety Act of 1990**
- **Federal Fire Prevention and Control Act of 1974, as amended,** 15 U.S.C. Section 2225
- **Fly America Act of 1974,** 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- **Americans with Disabilities Act of 1990,** 42 U. S. C. Sections 12101, 12213,
- **Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et,**
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving**
- **Federal Debt Status**
- **False Claims Act and Program Fraud Civil Remedies,** 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812
- **Energy Policy and Conservation Act, 42 U.S.C. Section 6201**
- **Education Amendments of 1972 (Equal Opportunity in Education Act),** 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- **Duplication of Benefits,** 2 C.F. R. Part 200, Subpart E
- **Drug-Free Workplace Regulations,** 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001,
- **Debarment and Suspension,** Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180,
- **Copyright,** 17 U.S.C. sections 401 or 402
- **Civil Rights Act of 1968,** Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- **Civil Rights Act of 1964 - Title VI,** 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- **DHS Specific Acknowledgements and Assurances**
    - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
    - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
    - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
    - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
    - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
    - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail**

Stop #0190 Washington, D.C. 20528.

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.

- **Disposition of Equipment Acquired Under the Federal Award,** 2 C.F.R. Section 200.313,
- **National Environmental Policy Act,** National Environmental Policy Act (NEPA), Council on Environmental Quality (CEO) Regulations for Implementing the Procedural Provisions of NEPA
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations,** 6 C. F. R. Part 19

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

(a) Unwillingness or inability to attain project goals
(b) Unwillingness or inability to adhere to Article 19, Special Conditions.
(c) Failure or inability to adhere to grant guidelines and federal compliance requirements
(d) Improper procedures regarding contracts and procurements
(e) Inability to submit reliable and/or timely reports
(f) Management systems which do not meet federal required management standards
(g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. DHS and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

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ARTICLE 19: SPECIAL CONDITIONS

**** Grant funds cannot be expended until these conditions have been met.***

1) **SHSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
2) The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Preparedness Unit, and Administrative Service Bureau (ASB) is required for **all** purchases regardless of any application review.
3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award **must** be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
4) All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
5) All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every 2 years on or before May 30 of each year dependent on last revision date.
6) All sub-recipients must complete and/or revise their local and/or regional Tactical Communication Interoperable Plan (TCIP) every year.
7) All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
8) All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
9) All sub-recipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM exercise Officer no later than 60 days after the exercise.
10) All SHSGP performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
11) Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
12) All equipment must be purchased and deployed in accordance set forth in the FY2018 SHSGP NOFO. *All assets supported in part or entirely with FY2018 SHSGP funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.*
13) All Budget Revisions must be reviewed and approved by the Local Preparedness Program to ensure that the proposed project meets all federal and state eligibility requirements. Budget Revisions **must** meet the original scope of the project.
14) If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program, before the jurisdiction can proceed with the Request for Approval (RFA) processes. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
15) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
16) All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
17) The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.
18) Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
19) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
20) All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Local Preparedness Program (LPP) and Administrative Services Bureau (ASB) before execution, to include signing of contract between parties.

21) All requests for Sub-grant award extensions must be received at DHSEM **prior to** the 90-day grant award termination date. Requests for sub-grant award extensions will **only** be considered for documented extenuating circumstances and will be reviewed by the Local Preparedness Program on a case-by-case basis.
22) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.

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State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2018 State Homeland Security Grant Program
2018 Federal Grant No. EMW-2018-SS-00056-S01 CFDA No. 97.042

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **City of Santa Fe** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES	
Signature of Emergency Management Program Manager	**DATE**
	11/9/18
Printed Name: David Silver	
Contact Number: 505 955 6537	**e-Mail Address:** dmsilver@santafenm.gov
Signature of Jurisdiction Chief Financial Officer	**DATE**
Printed Name: Mary McCoy	
Contact Number: 505-955-6171	**e-Mail Address:** mtmccoy@santafenm.gov
Signature of Jurisdiction Signatory Official	**DATE**
	12/17/18
Printed Name: ALAN WEBBER	
Contact Number: (505) 955-6590	**e-Mail Address:** mayor@santafenm.gov
NM DHSEM SIGNATURES	
Signature of DHSEM Grants Unit Manager	**DATE**
Print Name: *Juanita Abeyta*	1/11/19
Signature of DHSEM Chief Financial Officer	**DATE**
Print Name: *Sarah J. Peterson*	01/16/2019
Signature of DHSEM Cabinet Secretary	**DATE**
Print Name: ~~*M. Jay Mitchell*~~ Jackie White	1/23/19

Please print two (2) originals, sign both and mail to:
Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502

Attachment I
Required Reimbursement Checklist

Please Note: **DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.** ***Please only check the categories that apply to the reimbursement you are currently requesting.***

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- ☐ If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?
- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS (IF APPLICABLE)

- ☐ Contributions are from Non Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime or other operational costs unrelated to training.

NAME OF JURISDICTION: CITY OF SANTA FE

PROJECT NUMBER	PROJECT NAME	LINE ITEM	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	PROJECT AWARD
1	SFPD - SPECIAL OPERATIONS						
	DHS TYPE 2 SWAT OPERATOR COURSE	1	REGISTRATION / TRAVEL / PER DIEM	4	$ 9,800.00	$ 39,200.00	
	FBI HAZARDOUS SCHOOL	2	REGISTRATION / TRAVEL / PER DIEM	2	$ 7,165.00	$ 14,330.00	**$ 53,530.00**
2	SFPD INTELLIGENCE CENTER	1	IBM i2 ANALYSIST NOTEBOOK	3	$ 8,800.00	$ 26,400.00	
		2	CELLEBRITE UFED 4PC ULTIMATE	1	$ 9,085.00	$ 9,085.00	
		3	CELLEBRITE UFED TOUCH 2 ULTIMATE	1	$ 10,584.00	$ 10,584.00	
		4	BOUNDLESS SUCURITY SYSTEM CAMERA	1	$ 20,865.00	$ 20,865.00	
							$ 66,934.00
							$ 120,464.00
				TOTAL PROJECT FEDERAL AWARD		**$ 120,464.00**	

INITIALS

DS The grant approved award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Preparedness Unit and Adminsitrative Service Bureau (ASB) is required for all purchases regardless of any application review.

DS All budget revisions must be reviewed and approved by the Preparedness Bureau Chief, Local Preparedness Program Manager and/or their designee to ensure that the posposed budget revision meets all federal and state eligibility requirements. Budget revisions must meet the original approved Scope of Work within the approved application budget worksheet.

SUB-RECIPIENT DESIGNEE SIGNATURE	1/28/2019 **DATE**
LOCAL PROGRAMS MANAGER	28JAN2019 **DATE**

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 12/12/18

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
21748.490610
22852.560700
22852.560200
22852.560500
22852.570800
22852.570500

DATE: **July 28, 2020**

TO: **Finance Committee – 8/17**
Quality of Life Committee – 8/19
Governing Body – 8/26

FROM: **Richard Brown, Director - Office of Economic Development** RB

ITEMS: **REQUEST FOR APPROVAL OF AMENDMENT # 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE FOOD DEPOT, INC.**

SUMMARY:

Since 2016, The Food Depot, Inc. has been leasing land from the City of Santa Fe. Their Board of Directors is considering a solar project with Affordable Solar. An amendment to their lease would provide the ability to meet their solar company's agreement while staying in compliance with City of Santa Fe lease terms.

The City lease has the following areas of conflict with their Affordable Solar Agreement

First, the Term of the Lease did not match the term of the Affordable Solar Agreement, so an amendment to Section 4, "Lease Term" which does not change the full term allowed by the lease when the initial term and optional terms are added together:

- The City lease w/o options is for 20 years and it was signed in 2016 or ends in 2036:
  - *If an option is exercised then the lease would go until 2046*
  - *Finally, if the 2nd option was exercised the lease would go to 2056*
- To take advantage of the Federal Tax Credit (26%), they would like to sign an Affordable Solar Agreement by 2020, which requires the following provisions:
  - *25 year agreement starting in 2020, plus an additional 5 years; the agreement would run until 2045*
  - *If the extension on the agreement was exercised, then 2045, plus an additional five (5) years, it would go until 2050*

- The amendment to Section 4 allows the 40 year term to be broken into an initial term of 29 years and an 11 year optional term. This allows for the full term of the Affordable Solar Agreement to coincide with the lease term.

Second, the ownership of the improvements is in conflict with the Affordable Solar Agreement, so an amendment to Section 5 "Use of Premises was required for the following reasons:

- The current lease only allowed for the Lessee to own the improvements during the term of the lease, not allowing for the Affordable Solar Agreement. The terms of the Affordable Solar Agreement make it possible for the Food Depot to afford the solar installation, but without having to take ownership of the improvements at the time of installation.
- The amendment of the lease focuses on the improvements at the time of the end of the lease rather than during the term, so that the improvements are either removed or given to the City at the end of the term.

RECOMMENDED ACTION:

To facilitate the improvements to the leased building and rectify the concerns addressed with the current lease to enter into a sub-lease with Affordable Solar, the City staff recommends the Finance Committee, Quality of Life Committee and Governing Body approval of Amendment #1 to the Lease Agreement between the City of Santa Fe and the Food Depot, Inc.

Attachments:

- Proposed Amendment 1 to the City of Santa Fe and Food Depot Inc., Lease Agreement
- Item # 16-0725 Lease Agreement between the City of Santa Fe and Food Depot, Inc.

CITY OF SANTA FE
AMENDMENT # 1 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE FOOD DEPOT, INC.

This Amendment No. 1 (the "Amendment") is an amendment to the City of Santa Fe Lease Agreement ("Lease"), Item # 16-0725, dated July 29, 2016, between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and THE FOOD DEPOT, INC., a New Mexico nonprofit corporation ("Lessee") (collectively the "Parties") shall be effective on _____, 2020.

RECITALS:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, to use, occupy, and develop, subject to the terms and conditions of the Item #16-0725 Lease Agreement, a certain parcel of land known as "Lease Parcel B" consisting of 1.643 acres of land located at 1222-A Siler Road, Santa Fe, New Mexico lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007 (the Premises), as shown on Exhibit A of the Item #16-0725 Lease Agreement. Lessee currently owns a building known as the "Food Depot Building' along with associated site improvements upon the Premises.

B. Lessee would like to enter into an Agreement with Solar Photovoltaic System Power to place a Solar Photovoltaic (PV) system on the Food Depot Building, which may include: solar panels; a tracking system; inverters; generator offtake leads or wires; a metering device; and digital monitoring equipment connected to the meter to allow for internet tracking and monitoring of system performance basics. The goal of the Solar PV system is to make the building energy efficient and to save the Lessee money so they may direct more money towards its mission.

C. The Parties to the Lease wish to modify their existing Lease Agreement to allow for the installation of the Solar PV system.

D. The Parties wish to solely modify Sections 4 and 5 of the Agreement and to keep all remaining Sections of the Agreement intact.

WITNESSETH:

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows.

AMENDMENT:

1. Amendment to Section 4, "Lease Term," which removes and replaces Section 4 with the following:

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term", which began on August 1, 2016 (Effective Date), for a period of Twenty-Nine (29) years with One (1) "Optional Additional Term" of Eleven (11) years. Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of the Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice made by Lessee to Lessor at least One Hundred and Eighty (180) days prior to the expiration of the Initial Term. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and Lessor may terminate the month-to-month tenancy with Thirty (30) days written notice to Lessee. The terms and conditions of the Lease Agreement shall be otherwise applicable.

2. Amendment to Section 5, "Use of Premises," of the Lease.

A. By this Amendment, Section 5 (C), "Ownership of Improvements," of the Lease is hereby removed and replaced with the following:

C. Ownership of Improvements. Lessee shall own any improvements that the Lessee or its Sublessee(s) hereafter place, or cause to be placed, on the Premises during the Term of this Lease Agreement, unless the Parties agree otherwise in writing. With regard to improvements, which include a Solar PV system and any renewable energy certificates (RECs) as defined by NMSA 1978, sec. 62-16-3(G)(2019) as it may be amended, Lessee may enter into a lease purchase agreement for such improvements, but upon termination of this Lease, the Solar PV system and any RECs must be owned by Lessee to be passed to Lessor, or must be removed if not owned by Lessee. Upon termination of this Lease Agreement, title to any and all such improvements shall pass to Lessor.

Except as specifically provided in this Amendment #1, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

/s/ Andréa Salazar for
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

LESSEE:
THE FOOD DEPOT, INC.

_____
DAVID BARTON, PRESIDENT

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by DAVID BARTON, the President of THE FOOD DEPOT, INC., New Mexico nonprofit corporation.

_____
Notary Public

My commission expires:

ITEM # 16-0725

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND THE FOOD DEPOT, INC.

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 29TH day of JULY, 2016 by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and THE FOOD DEPOT, INC., a New Mexico nonprofit corporation (Lessee), collectively the "Parties".

WHEREAS, the City intends to make a determination that The Food Depot, Inc., as intended Lessee, qualifies under the procurement code as the sole source for providing Services through programs and activities upon the Premises, as described in Article 5.A of this Lease Agreement.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PRIOR AGREEMENTS

The Parties agree that this Lease Agreement replaces in its entirety the previous Lease Agreement between the City and The Food Depot and Kitchen Angels, Inc. entitled "LEASE AGREEMENT" dated February 9, 2000 (City Item #00-0039) and the amendment to the previous Lease Agreement entitled "REVISED AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE KITCHEN ANGELS AND THE FOOD DEPOT" dated October 16, 2009 (City Item #09-0991).

2. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, a certain parcel of land known as "Lease Parcel B" consisting of 1.643 acres of land located at 1222-A Siler Road, Santa Fe, New Mexico lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007 (the Premises), as shown on **Exhibit A** of this Lease Agreement.

Lessee currently owns a building known as the "Food Depot Building" along with associated site improvements upon the Premises. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

3. EFFECTIVE DATE

This Lease Agreement shall become effective August 1, 2016 (the Effective Date).

4. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of twenty years (20) years with two (2) "Optional Additional Terms" of ten (10) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

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Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Optional Additional Term. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

5. USE OF PREMISES

A. Provision of Specific Services. Lessee shall use and develop the Premises, and/or cause the Premises to be used and developed, solely for the specific purpose of providing services to the residents of the City and County of Santa Fe by collecting food and related products through collaborative relationships with the food industry, governments, other food banks, and the community; distributing collections through a network of charitable food providers to feed those who are experiencing hunger; providing support for numerous partner nonprofit programs by providing resources and educational opportunities to both agency representatives and their clients; and conducting activities directly related to these services (the Services). Lessee agrees to actively use and develop the Premises, and/or cause the Premises to be actively used and developed, to deliver the above Services. The Services provided by Lessee may be modified from time to time by written agreement of the Parties to account for changes in community needs, changes in Lessee's and/or Lessee's Sublessee's capacities to provide new or different services, or other similar changes attributable to the passage of time.

B. Development of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, develop the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 5.A above. For the purposes of this Lease Agreement, development shall include: (i) construction of new buildings, structures or site improvements; and/or (ii) improvements or alterations to the existing Premises.

C. Ownership of Improvements. Lessee shall own any improvements that the Lessee or its Sublessee(s) hereafter place, or cause to be placed, on the Premises during the Term of this Lease Agreement, unless the Parties agree otherwise in writing. Upon termination of this Lease Agreement, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole

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expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs and replacements that arise during the Term of this Lease Agreement.

In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement, in accordance with Section 14 herein.

F. Compliance with Laws. Use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

6. SUBLEASE

A. Lessee's Right to Sublease. In furtherance of Lessee's use and development of the Premises pursuant to Section 5 of this Lease Agreement, with the prior written consent of the Lessor, Lessee may sublease portions of the Premises to other not-for-profit organizations, community groups, or governmental entities (each hereinafter a Sublessee) that provide Services. Lessee shall be the "Sublessor" to any Sublessee(s) of the Premises. Lessee shall include a provision in all subleases that the subtenant shall attorn to Lessor as landlord upon termination or expiration of this Lease Agreement. Lessee shall provide copies of all Sublease agreements to Lessor upon request.

7. RENT

Rent shall be paid as follows:

A. Rent during Initial Term. During the Term of and in consideration of this Lease Agreement and the demise of the Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises the annual fair market rent (the Rent) as established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico (the 2016 Appraisal), to be provided for Lessor's approval by and at Lessee's sole expense within sixty (60) days after the Effective Date of this Lease Agreement. Rent during the Initial Term shall be subject to increases in accordance with Section 7.C below.

The Parties agree that Lessee may use and occupy the Premises beginning on the Effective Date provided that at the time Rent is established by the approved 2016 Appraisal, the Rent will be applied retroactively to the Effective Date.

B. Rent during any Optional Additional Term(s). The Rent for any Optional Additional Term(s) of this Lease Agreement shall be established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico to be provided and paid for by Lessee for Lessor's approval at least forty-five (45) days prior to the commencement of any such Optional Additional Term(s). In no case shall the Rent for any Optional Additional Term(s) be less than the Rent during the last year of the previous term plus two and one-half percent (2.5%). Rent during any Optional Additional Term(s) shall be subject to increases in accordance with Section 7.C below.

C. Increases in Rent. Rent shall be adjusted every five (5) years during the Term of this Lease Agreement, beginning on August 1, 2021. At each time of adjustment the Rent shall be increased by an amount calculated by multiplying the previous year's Rent by twelve and one-half percent (12.5%).

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D. Provision of Services to Offset Monetary Rent. During the Term of and in consideration of this Lease Agreement, Lessee may offset the monetary Rent due by providing to the residents of the City and County of Santa Fe the Services described in Section 5 of this Lease Agreement. In addition, Lessee shall permit its Sublessee(s) to provide such Services in lieu of or in addition to monetary Rent and to the extent that it does so, Lessee may apply the value of such Services to the Rent due by Lessee hereunder. The monetary value of the Services provided by Lessee during any lease year shall meet or exceed the Rent due for that lease year.

E. Annual Service Value Statement. Beginning on September 1, 2017 and on September 1 of each subsequent lease year during the Term of this Lease Agreement, Lessee shall submit to Lessor a statement (the Annual Service Value Statement) itemizing each type and corresponding monetary value of Services delivered during the prior lease year and the amount of Services that it proposes to credit toward Rent due, and containing a statement from an independent third-party auditor that the provision of Services for the prior lease year has met the requirements of this Section 7. Lessor may adopt a required form for the Annual Service Value Statement and such adopted form may be modified from time to time by Lessor.

F. Exclusions. Lessee shall exclude from the value of any Services that it proposes to credit toward Rent the amount of any governmental subsidy and other payment for Services received by Lessee for providing such Services and the amount paid by Service recipients to receive the Services.

G. Review by Lessor. Lessor shall evaluate Lessee's Annual Service Value Statement and provide a written acceptance or rejection of the Annual Service Value Statement to Lessee. Lessee may request that Lessor review the methodology that Lessee intends to use to prepare the Annual Service Value Statement prior to its submission to Lessor. Lessor may, in its sole discretion, request any such additional information and documentation as it deems necessary to evaluate any Annual Service Value Statement. Lessee's failure to provide such requested information within forty-five (45) days of Lessor's request is cause for Lessor's termination of this Lease Agreement. Lessor's determination regarding the monetary value of Services shall be final and binding and not subject to challenge by Lessee in any forum.

Notwithstanding anything in this Section 7 to the contrary, Lessor's failure provide written acceptance or rejection of the Annual Service Value Statement or to request additional information and documentation from the Lessee within forty-five (45) days of Lessor's receipt of any Annual Service Value Statement shall be deemed to be acceptance of such Annual Service Value Statement by Lessor.

H. Rent Shortfalls. Should the monetary value of the Services in any year not equal or exceed the Rent due in that year (a Rent Shortfall), then Lessee shall pay to Lessor the amount of the Rent Shortfall in monetary Rent. Notwithstanding anything to the contrary in the foregoing sentence, Lessor may agree to allow Lessee to provide within a reasonable amount of time additional Services to offset any Rent Shortfall, and in such event the Parties agree to negotiate in good faith to determine the nature, extent, and schedule for provision of such additional Services.

I. No Compensation by Lessor. In no event shall Lessor be required at any time, including at the end of the Lease Term, to compensate Lessee in any way for any excess Services. In the event of the termination of this Lease Agreement prior to the end of the Term, for any cause, Lessee shall forfeit any excess Services not applied to Rent.

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8. UTILITIES

Beginning on the Effective Date and until the termination of this Lease Agreement, the costs of any and all natural gas, electricity, telephone, cable or satellite television, internet or wireless, or security alarm services and any and all domestic or irrigation water, sanitary sewer, and solid waste collection fees shall be paid by Lessee. Lessee may assess and collect from its Sublessees portions of the above costs on a pro rata basis as Lessee deems necessary.

9. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

10. ASSIGNMENT OR TRANSFER

Lessee shall not assign or otherwise transfer this Lease Agreement, without the prior written consent of the Lessor. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

11. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

D. Sublease Agreements. Lessee shall cause any and all Sublease agreements, or other agreements related to use, occupation, or development of the Premises, that Lessee enters into to contain language that requires the City of Santa Fe to be named as an additional insured on such

SFC CLERK RECORDED 08/12/2016

policies of insurance as provided in this Section 11.

12. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor, its agents, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, Sublessees, tenants, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

13. EASEMENTS

A. Lessor's Right to Grant Easements. Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

B. Reciprocal Easements – Lessor's Adjacent Lease Parcel. Notwithstanding Section 13.A above, Lessor hereby acknowledges and consents to the "RECIPROCAL GRANT OF EASEMENTS" between Lessee and the lessee of Lessor's adjacent "Lease Parcel A" effective June 20, 2016 (the Reciprocal Easements Agreement) attached hereto as **Exhibit B**. The Parties agree that the Reciprocal Easements Agreement shall not be terminated or amended during the Term of this Lease Agreement without the prior written consent of Lessor.

14. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

A. the breach;

B. the action required to cure the breach;

C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

15. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:
City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504-0909

To Lessee:
Executive Director
The Food Depot, Inc.
1222-A Siler Road
Santa Fe, NM 87507

STC CLERK RECORDED 08/24/2017

16. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

17. SEVERABILITY

In the event that one or more of the provisions contained in this Lease 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.

18. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties hereto.

19. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20. LITIGATION EXPENSE

In the event of litigation between the Parties or litigation between Lessee and its Sublessees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's Sublessees, contractors, agents, employees or permitted assigns.

21. RECORDING

This Lease Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Lease Agreement and any other associated costs.

22. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SFC CLERK RECORDED 08/12/2019

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 29TH day of JULY, 2016.

CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK ccmtg 7/27/16

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM: 21117.460150

THE FOOD DEPOT, INC.

JILL RHYMES, M.D., PRESIDENT

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 29th day of July 2016, by Jill Rhymes, M.D., President of the Board of Directors of The Food Depot, Inc., a New Mexico non-profit corporation.

Anne G. Padilla
NOTARY PUBLIC

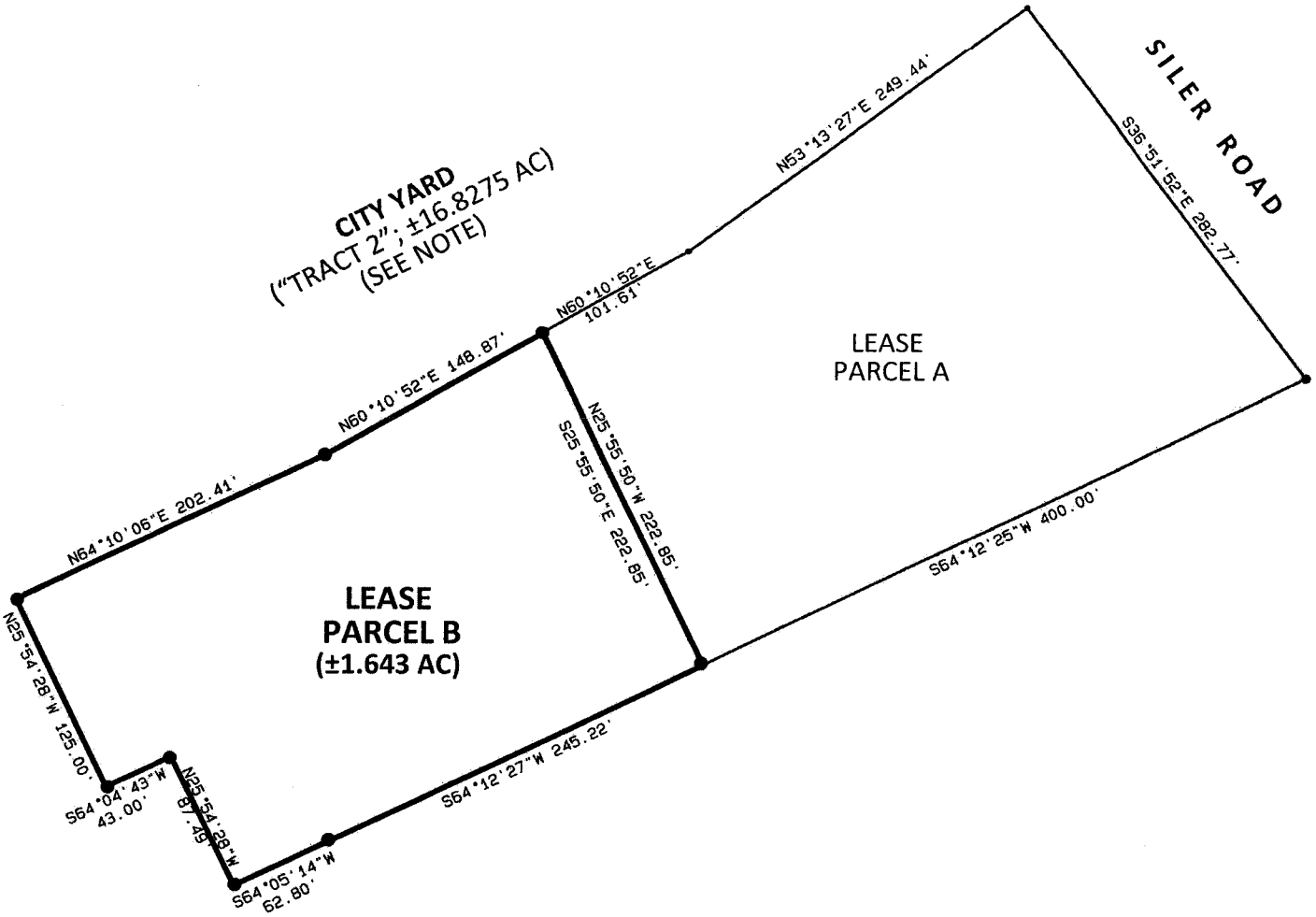
My Commission Expires: 8-11-2019

(Seal)

OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-11-2019

SFC CLERK RECORDED 08/12/2016

EXHIBIT A



*__NOTE__: "TRACT 2" AS SHOWN ON A "PLAT OF SURVEY" FOR THE CITY OF SANTA FE "CITY YARDS", PREPARED BY RICHARD E. SMITH, PS NO. 5837 IN FEBRUARY 1984 AND HAVING HIS PROJECT NO. 2411, RECORDED IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS DOCUMENT NO. 553116 ON OCTOBER 16, 1984 IN PLAT BOOK 146, PAGE 007.

SFC CLERK RECORDED 08/12/2019

EXHIBIT B

LEASE AGREEMENT
PAGES: 12

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for
Record On The 12TH Day Of August, 2016 at 01:09:23 PM
And Was Duly Recorded as Instrument # 1801338
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Veronica Duran County Clerk, Santa Fe, NM

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

SFC CLERK RECORDED 08/12/2016

RECIPROCAL EASEMENTS AGREEMENT

RECIPROCAL GRANT OF EASEMENTS

THIS AGREEMENT is made effective as of June 20, 2016, between The Food Depot ("Depot") and Kitchen Angels ("Angels"), each a New Mexico nonprofit corporation. In consideration of the mutual promises set out below, Seller and Purchaser agree as follows:

1. Relations between the Parties. Depot and Angels were co-tenants of Parcel A, located at 1222 Siler Road, Santa Fe, New Mexico and shown on Exhibit A, under a Lease Agreement from the City of Santa Fe, New Mexico, Lease Agreement dated February 9, 2000, as amended. There is a building on Parcel A which is known as the Coll-Green Angel Depot. Depot has sold is interest in that building to Angels. Depot is the tenant of Parcel B as shown on Exhibit D under a Lease Agreement from the City of Santa Fe dated 1 August 2016. Parcel B is located west of Parcel A and does not have direct access to Siler Road or other public street. The parties each make use of the paved area between their buildings, as shown on Exhibit E and wish to confirm their understandings and agreements with respect to access, parking and other matters, as set out in this Agreement.

2. Angels grants to Depot an easement for ingress to and egress from Parcel B over the area on either side (north and south) of the Coll-Green Angel Depot building. Depot shall use this easement only for ingress and egress by its employees and invitees and shall not obstruct the easement area by parking or otherwise. Depot shall not use the area in front of the Coll-Green Angel Depot building, fronting on Siler Road, for parking or other purposes without the express prior consent of Angels.

3. Each party grants to the other party an easement over the vacant space between the building on Parcel A and the building on Parcel B for access to its own loading dock.

4. Neither party shall obstruct the other party's access to its own building or the parking spaces for that building.

5. The parties will share equally in the cost of snow removal from and maintenance of the areas on either side of the Coll-Green Angel Depot building and the vacant area between the buildings, based on the square footage of those areas. Maintenance includes but is not limited to resealing, painting and striping, and repaving, as and when mutually agreed, and any other improvements, such as gates and lighting, as may be mutually agreed.

SFC CLERK RECORDED 08/12/2016

6. Each party will add the areas it is permitted to use under this Agreement to the insured premises under its commercial liability insurance policy and shall cause its insurer to name the other party as an additional insured under its policy with respect to the areas it is permitted to use under this Agreement.

7. The terms of this Agreement shall not be affected by the removal of Depot as a co-tenant of Parcel A.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kitchen Angels — Date: 6-20-16

The Food Depot — Date: 6-20-16

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

The foregoing instrument was acknowledged before me on June 20, 2016, by James Brack, the Vice President of Kitchen Angels, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

Sarah Williams Taylor
Notary Public

[seal]

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

The foregoing instrument was acknowledged before me on June 20, 2016, by Sherry F. Hooper, the Exec. Director of The Food Depot, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

Sarah Williams Taylor
Notary Public

[seal]

SFC CLERK RECORDED 08/12/2016

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Studio X

ITEM:

Request for approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. for FY 2021. The amount for this amendment is $125,000 including, GRT and will be available on July 1, 2019.

BACKGROUND AND SUMMARY:

Studio X was selected to continue as the website vendor for TSF via RFP '18/31/P. FY2021 will be the third year of a four-year contract. The purpose of this amendment is to extend the term and to increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. Funds will be taken from 2130521.561850 for $125,000.00 including GRT.

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 Studio X., Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $150,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date:

Contract is for: TSF Website FY 2019 Services

Amendment # 3 to the Original Contract# 18-0728

Increase/(Decrease) Amount $ $125,000.00 ADA

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for: TSF Website Services for FY 2021

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 6,500.00 of original Contract# #1 to 18-0728 Termination Date: 6/30/2019
Reason: CCC Updates to Website

Amount $ 150,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: FY 2020 Services

Amount $ amendment # Termination Date:
Reason:

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $457,048.44

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

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

RFP# 18/31/P Date: February 1, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 3 of 4 years
example: (First year of 4 year contract)

Fran Dunaway, CPO 8/3/20
Fran Dunaway (Aug 3, 2020 08:16 MDT)

Purchasing Officer Review

ITB Issued- year 3 of a 4 year contract.

Comments or Exceptions: _____

7 **Funding Source:** CVB Service Contracts **BU/Line Item:** 213052 1.510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:09 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:** Antoinette Armijo-Rougemont

Phone # x6210

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Studio X, Inc.

Procurement Title: Santa Fe Tourism Website & Digital Services, Amendment #3

Solicitation RFP#: '18/31/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☑	Evaluation Committee Report
☐	☑	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department ~~Rep~~ Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

Fran Dunaway (Aug 3, 2020 08:16 MDT) 8/3/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE* all in Original file

YES	N/A	
☑	☐	Final RFP Document
☐	☐	Copy of legal solicitation published in the newspaper, website, etc.
☐	☐	All addendums
☐	☐	Plan holders list
☐	☐	Copies of all RFP submittals
☐	☐	Complete evaluation score sheets
☐	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☐	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☐	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.

*

YES	N/A	
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☐	☒	Fully executed Memo to Committees from the Department with recommendation of award
☐	☒	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☑	☐	Copy of Executed Contract
☑	☐	Copy of all documentation presented to the Committees
☐	☑	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE* in Original file

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☑	Original proposal (s) with no redactions

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2020

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 be endorsed. If SUBROGATIONIS 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 HUB INTERNATIONAL INS SVCS INC/PHS 34350945 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A :	Hartford Fire Insurance Company	19682
INSURER B :	Hartford Casualty Insurance Company	29424
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
STUDIO X INC
805 EARLY ST STE B206
SANTA FE NM 87505-1617

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			34 SBA ES0550	02/26/2020	02/26/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34 SBA ES0550	02/26/2020	02/26/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34 WEC AX8414	02/26/2020	02/26/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $100,000 $100,000 $500,000
A	EMPLOYMENT PRACTICES LIABILITY			34 SBA ES0550	02/26/2020	02/26/2021	Each Claim Limit Aggregate Limit	$5,000 $5,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Santa Fe Tourism Department
PO BOX 909
SANTA FE NM 87504-0909

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

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

March 27, 2020

City of Santa Fe Tourism Department
PO BOX 909
SANTA FE NM 87504-0909

Account Information:

Policy Holder Details :	STUDIO X INC

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four hundred thirty two thousand seventy three dollars and forty four cents ($432,073.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year. In the event that the e-newsletter is brought in-house,

30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date:_____
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #20-00056644

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3
Contract No.18-0728

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The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four hundred fifty seven thousand forty eight dollars and forty four cents ($457,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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renew for one additional year. In the event that the e-newsletter is brought in-house, 30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: MDM Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date:_____
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #20-00056644

BU/Line Item: 2130521.510310

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: STUDIO X INC.
DBA: STUDIO X INC.

Business Location: 805 EARLY ST B 206
SANTA FE, NM 87505

Owner: DAVID BROWNLOW

License Number: 222435

Issued Date: March 18, 2020

Expiration Date: December 31, 2020

CRS Number: 02239780009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

STUDIO X INC.
805 EARLY ST B
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 18-0728

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 Studio X, Inc. (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 :

Assist in further defining and meeting the goals of TSF and the City of Santa Fe and to maintain the TOURISM Santa Fe website, SantaFe.org.

The Contractor shall:

A. Function as a committed, deeply immersed member of the TSF marketing team, capable of providing high level counsel and ongoing strategic planning on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors, individual Santa Fe stakeholder groups such as the hospitality community, the arts community and various other important constituents

B. Manage a wide range of online initiatives including web strategy and analytics, website design, search engine optimization, and the development of innovative online customer acquisition, retention and conversion programs

C. Have a thorough knowledge of website, CRM and CMS development (specifically Gossamer Links).

D. Have the expertise and ability to maintain a compelling design incorporating the TSF brand, visual representation, and intuitive navigation

E. Understand TSF's immediate and long-range goals and initiatives

F. Map client objectives to technology strategies; Provide leadership and guidance on web and internet best practices and technical direction

G. Develop SEO functions for optimal ROI; creation of web stats and reports on demand, including tracking of website traffic utilizing website analytics tools like Google Analytics

H. Provide the highest tier of technical support for TSF and their tourism-related Business Partners

I. Provide full-scale advertising sales capabilities for the website and enewsletters (either in-house or through an established alliance).

J. Have the in-house capacity to successfully manage each of the skills highlighted below.

Copywriting	Market Research
Media Analysis	SEO
Graphic Design	Web Marketing
Web programming	Website Maintenance
Website Design	Gossamer Links

SPECIFIC FUNCTIONS AND FEATURES
WEBSITE DESIGN, CMS, CONTENT MAINTENANCE, SITE DEVELOPMENT, SEO AND HOSTING

The contractor shall work with the current CMS, which is Gossamer Links.
Contractor shall manage the specific functions and features as outlined below:

A. Website Elements

The following elements are required by the Contractor for maintaining the website design; ongoing content maintenance; site development and updates; SEO and hosting include but are not limited to:

Design

1) Must include full consideration for viewing on all devices, be fully responsive, and work on a list of supported browsers and platforms. Create, manipulate and optimize graphical website elements
2) Seek and utilize any branding assets available from and/or created by TSF and/or the TSF advertising agency
3) Secure and update appropriate photos for all pages on the website, including seasonal updates on the homepage and for bi-monthly consumer e-newsletters
4) Design layouts, create mockups, create and implement CSS for any new pages of the website, including promotional landing pages

5) Work with TSF advertising agency to create promotional landing pages using provided design and assets

Site Updates & Content Maintenance

1) Maintain the password-protected Business Partner Listing administrative area which allows Business Partners the administrative capabilities to perform functions such as: adding *Business Listings* and adding *Event Calendar* listings and *Deals & Specials*. These additions then populate the CMS in a pending status for TSF staff approval and/or necessary edits before publishing to the website.

2) *Business Listings*

   A Business Listing submission form is available for Santa Fe business to add and manage their Business Listings containing a description, image and links.

3) *Event Calendar*

   The site has an Event Calendar that is capable of listing reoccurring events with the option to edit events. An event submission form is available for Business Partners to submit public events.

4) *Deals & Specials*

   The site has a Deals & Specials module that allows partners and TSF staff to quickly and easily add, update or delete special offers.

5) Create/extend backend Business Partner Listing administrative area functionality as needed and to add new content for promotional landing pages

6) Addition of new Business Listing, Event Calendar and Deals & Specials categories as needed

7) Maintain interactive mapping integration with Google Maps that is tied to all partner data and events.

8) Updates to website navigation and filters

9) Updates to "What's Happening" and "Must See Events" pages with photos, event content and links

10) Manage and monitor tracking pixels and embeds provided by TSF advertising agency

11) Maintain integrations and functionality with Google Maps, Google Trekker, JackRabbit BookDirect, NOAA Weather service, language translation, social media platforms, app developers working with TSF and other third-party supplier integrations who mirror the site through their own hosts and provide additional functions for the site

12) Run monthly spider on site and report results to TSF

13) Maintain, review and make necessary improvements to built-in advanced search capabilities.

14) Continuously monitor and improve server and site performance

Search Engine Optimization

1) The site should be maintained for optimal search engine exposure and enabled both standard and customized SEO on all pages of the site. This should include keywords, page titles URLs and meta tags.
2) Ongoing evaluations of the site structure/on-site factors as they pertain to SEO and make recommendations for structural improvements for optimal SEO
3) Follow user flow investigation and analysis
4) Monitor ranking for keywords such as "Santa Fe"

Hosting

Server requirements include:

1) Dedicated Server
2) MySQL 5.5 or greater
3) PHP 5.4.45 or greater
4) Apache 2.0
5) Perl v 5.10.1 or greater

SPECIFIC FUNCTIONS AND FEATURES
EMAIL MARKETING & SUBSCRIBER DATABASE

A. Consumer and Industry Email Marketing

Contractor shall provide proactive and comprehensive e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other marketing applications. *Consumer* email marketing program are designed to target, inform and convert potential visitors to come to Santa Fe. *Industry* email marketing program will inform TSF Business Partners on marketing results and opportunities.

Minimum services include but are not limited to content development, planning, design, production, implementation, reporting and analytics, regular subscriber list maintenance and debouncing. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation.

Consumer Email Marketing program currently includes the following:

1) 10-Day Calendar (weekly)
2) Santa Fe Happenings (monthly)
3) Santa Fe Deals & Specials (monthly)

4) Seasonal Events eNewsletter (quarterly)
5) Santa Fe Gift Guide (Bi-annually)
6) Special Promotions (as needed)

Industry Email Marketing program currently includes the following*:
1) Marketing Report (monthly)
2) Sales Report (monthly)
*Content is provided by TSF and partners

TSF will have the option to reduce the annual compensation accordingly for Email Marketing. This reduction may be made prior to July 1, 2018 or prorated thereafter. A minimum of 30 day notice is required.

B. **Email Subscriber Database Management**
Minimum services include but are not limited to importing subscriber leads from a variety of sources in a variety of formats; Import data transformation and cleanup; Research and manage agency-hosting, including email addresses, forwards, aliases, space used, settings; Custom analytics and research as requested; Update and maintain blacklists of known spammers

SPECIFIC FUNCTIONS AND FEATURES
ONLINE ADVERTISING ON SANTAFE.ORG

Contractor shall provide a full service online advertising partnership, providing TSF potential source of revenue. Minimum services include but are not limited to: contacting potential advertisers and advertising opportunities for placements on website and enewsletters; minimum sales of $75,000 (with a goal of $100,000) in advertising per year; preparing advertiser contracts and invoices; manage the placement of ads on website and enewsletters; monthly reconciled reports to TSF.

SPECIFIC FUNCTIONS AND FEATURES
REPORTING & ANALYSIS

Contractor shall be responsible for reporting monthly and quarterly metrics and goals along with key insights. Additional reporting may be requested by TSF and include: analysis and reporting on traffic to promotional landing pages; analysis of changing trends and traffic on the site.

SPECIFIC FUNCTIONS AND FEATURES
ADMINISTRATION AND SUPPORT

Contractor shall provide additional administrative and technical support, as needed,

along with overall project management.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Fifty Thousand Dollars ($150,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twelve thousand five hundred dollars ($12,500.00) per month.

B. $75,000.00 is the minimal level of advertising sales. Annual sales will be distributed as follows:

1) TSF will receive the first $75,000.00 in sales
2) Studio X will receive the next $25,000.00 in sales
3) Any sales over $100,000.00 will be split 50/50 between Studio X and TSF.

C. 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.

D. Payment shall be made upon receipt, approval and acceptance by the City of 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 on July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option to renew this contract for an additional three years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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:
Tourism Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Studio X, Inc.
805 Early Street, Suite #B204
Santa Fe, NM 87505-1607

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

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 7/5/18

CONTRACTOR:
Studio X, Inc.

NANCY BROWN,
VICE PRESIDENT, WEB DEV.

DATE: 7/12/18

CRS#: 03-15743500-1
City of Santa Fe Business
Registration # 18-00056644

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

MDM 5/11

GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

7-3-18

INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

ITEM # 19-0076

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc. hereinafter referred to as the "Contractor."

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

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

The Contractor shall provide the following services (list only those services that are being amended or added):

K. Incorporating SFCCC into SantaFe.org - PHASE I
   1) Create new pages and templates on Santafe.org
   2) Create new Navigation
   3) Move existing (or updated) content from SFCCC website into new pages
   4) Adjust programming of calendar
   5) Make new larger occupancy chart (clickable)
   6) Embed 5D Imaging (will be implemented on current site and moved over)
   7) Create new slideshows from photos on Barberstock
   8) Point the domain name to this "Landing Page" or microsite
   9) Add call-to-action phone & email under header slide (or photo)

2. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation of **$6,500.00**, such compensation not to exceed **$6,500.00**, plus gross receipts tax in the amount of $548.44.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed One Hundred Fifty Seven Thousand Forty Eight Dollars and Forty Four cent ($157,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 2.7.2019
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 2-7-19
Yolanda Y. Vigil, City Clerk
CC mtg. 1/30/2019

Approved as to Form:

By: _____ Date: 12/14/18
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 02/04/19
Mary McCoy, Finance Director

Contractor:
Studio X, Inc

By: _____ Date: 02/08/19
~~Steve Rossler~~, Owner, Kyle Langan

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ITEM # 19-0451

Contract No.18-0728

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred fifty thousand dollars ($150,000)**, such compensation not to exceed **$150,000**, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred seven thousand forty eight dollars and forty four cents ($307,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020**, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years. In the event that the e-newsletter is brought in-

house, 30 notice will be provided, and the rate will reduce by $2,500/month.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-25-19
Yolanda Y. Vigil, City Clerk
EC mtg. 8/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: Kyle Langan Date: 6/25/19
Kyle Langan, Owner

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1
Business License Number: #19-00056644

BU/Line Item: 22108.510310

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Approved as to Form:

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Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: Kyle Langan Date: 6/25/19
Kyle Langan, Owner

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   5) Make new larger occupancy chart (clickable)
   6) Embed 5D Imaging (will be implemented on current site and moved over)
   7) Create new slideshows from photos on Barberstock
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Mary McCoy, Finance Director

Contractor:
Studio X, Inc

By: _____ Date: 02/08/19
~~Steve Rossler~~, Owner. Kyle Langan

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ITEM # 18-0728

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Assist in further defining and meeting the goals of TSF and the City of Santa Fe and to maintain the TOURISM Santa Fe website, SantaFe.org.

The Contractor shall:

A. Function as a committed, deeply immersed member of the TSF marketing team, capable of providing high level counsel and ongoing strategic planning on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors, individual Santa Fe stakeholder groups such as the hospitality community, the arts community and various other important constituents

B. Manage a wide range of online initiatives including web strategy and analytics, website design, search engine optimization, and the development of innovative online customer acquisition, retention and conversion programs

C. Have a thorough knowledge of website, CRM and CMS development (specifically Gossamer Links).

D. Have the expertise and ability to maintain a compelling design incorporating the TSF brand, visual representation, and intuitive navigation

E. Understand TSF's immediate and long-range goals and initiatives

F. Map client objectives to technology strategies; Provide leadership and guidance on web and internet best practices and technical direction

G. Develop SEO functions for optimal ROI; creation of web stats and reports on demand, including tracking of website traffic utilizing website analytics tools like Google Analytics

H. Provide the highest tier of technical support for TSF and their tourism-related Business Partners

I. Provide full-scale advertising sales capabilities for the website and enewsletters (either in-house or through an established alliance).

J. Have the in-house capacity to successfully manage each of the skills highlighted below.

Copywriting	Market Research
Media Analysis	SEO
Graphic Design	Web Marketing
Web programming	Website Maintenance
Website Design	Gossamer Links

SPECIFIC FUNCTIONS AND FEATURES WEBSITE DESIGN, CMS, CONTENT MAINTENANCE, SITE DEVELOPMENT, SEO AND HOSTING

The contractor shall work with the current CMS, which is Gossamer Links.
Contractor shall manage the specific functions and features as outlined below:

A. Website Elements

The following elements are required by the Contractor for maintaining the website design; ongoing content maintenance; site development and updates; SEO and hosting include but are not limited to:

Design

1) Must include full consideration for viewing on all devices, be fully responsive, and work on a list of supported browsers and platforms. Create, manipulate and optimize graphical website elements
2) Seek and utilize any branding assets available from and/or created by TSF and/or the TSF advertising agency
3) Secure and update appropriate photos for all pages on the website, including seasonal updates on the homepage and for bi-monthly consumer e-newsletters
4) Design layouts, create mockups, create and implement CSS for any new pages of the website, including promotional landing pages

5) Work with TSF advertising agency to create promotional landing pages using provided design and assets

Site Updates & Content Maintenance

1) Maintain the password-protected Business Partner Listing administrative area which allows Business Partners the administrative capabilities to perform functions such as: adding *Business Listings* and adding *Event Calendar* listings and *Deals & Specials*. These additions then populate the CMS in a pending status for TSF staff approval and/or necessary edits before publishing to the website.

2) *Business Listings*

A Business Listing submission form is available for Santa Fe business to add and manage their Business Listings containing a description, image and links.

3) *Event Calendar*

The site has an Event Calendar that is capable of listing reoccurring events with the option to edit events. An event submission form is available for Business Partners to submit public events.

4) *Deals & Specials*

The site has a Deals & Specials module that allows partners and TSF staff to quickly and easily add, update or delete special offers.

5) Create/extend backend Business Partner Listing administrative area functionality as needed and to add new content for promotional landing pages

6) Addition of new Business Listing, Event Calendar and Deals & Specials categories as needed

7) Maintain interactive mapping integration with Google Maps that is tied to all partner data and events.

8) Updates to website navigation and filters

9) Updates to "What's Happening" and "Must See Events" pages with photos, event content and links

10) Manage and monitor tracking pixels and embeds provided by TSF advertising agency

11) Maintain integrations and functionality with Google Maps, Google Trekker, JackRabbit BookDirect, NOAA Weather service, language translation, social media platforms, app developers working with TSF and other third-party supplier integrations who mirror the site through their own hosts and provide additional functions for the site

12) Run monthly spider on site and report results to TSF

13) Maintain, review and make necessary improvements to built-in advanced search capabilities.

14) Continuously monitor and improve server and site performance

Search Engine Optimization

1) The site should be maintained for optimal search engine exposure and enabled both standard and customized SEO on all pages of the site. This should include keywords, page titles URLs and meta tags.
2) Ongoing evaluations of the site structure/on-site factors as they pertain to SEO and make recommendations for structural improvements for optimal SEO
3) Follow user flow investigation and analysis
4) Monitor ranking for keywords such as "Santa Fe"

Hosting

Server requirements include:

1) Dedicated Server
2) MySQL 5.5 or greater
3) PHP 5.4.45 or greater
4) Apache 2.0
5) Perl v 5.10.1 or greater

SPECIFIC FUNCTIONS AND FEATURES
EMAIL MARKETING & SUBSCRIBER DATABASE

A. Consumer and Industry Email Marketing

Contractor shall provide proactive and comprehensive e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other marketing applications. *Consumer* email marketing program are designed to target, inform and convert potential visitors to come to Santa Fe. *Industry* email marketing program will inform TSF Business Partners on marketing results and opportunities.

Minimum services include but are not limited to content development, planning, design, production, implementation, reporting and analytics, regular subscriber list maintenance and debouncing. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation.

Consumer Email Marketing program currently includes the following:

1) 10-Day Calendar (weekly)
2) Santa Fe Happenings (monthly)
3) Santa Fe Deals & Specials (monthly)

4) Seasonal Events eNewsletter (quarterly)
5) Santa Fe Gift Guide (Bi-annually)
6) Special Promotions (as needed)

Industry Email Marketing program currently includes the following*:
1) Marketing Report (monthly)
2) Sales Report (monthly)
*Content is provided by TSF and partners

TSF will have the option to reduce the annual compensation accordingly for Email Marketing. This reduction may be made prior to July 1, 2018 or prorated thereafter. A minimum of 30 day notice is required.

B. **Email Subscriber Database Management**
Minimum services include but are not limited to importing subscriber leads from a variety of sources in a variety of formats; Import data transformation and cleanup; Research and manage agency-hosting, including email addresses, forwards, aliases, space used, settings; Custom analytics and research as requested; Update and maintain blacklists of known spammers

SPECIFIC FUNCTIONS AND FEATURES
ONLINE ADVERTISING ON SANTAFE.ORG

Contractor shall provide a full service online advertising partnership, providing TSF potential source of revenue. Minimum services include but are not limited to: contacting potential advertisers and advertising opportunities for placements on website and enewsletters; minimum sales of $75,000 (with a goal of $100,000) in advertising per year; preparing advertiser contracts and invoices; manage the placement of ads on website and enewsletters; monthly reconciled reports to TSF.

SPECIFIC FUNCTIONS AND FEATURES
REPORTING & ANALYSIS

Contractor shall be responsible for reporting monthly and quarterly metrics and goals along with key insights. Additional reporting may be requested by TSF and include: analysis and reporting on traffic to promotional landing pages; analysis of changing trends and traffic on the site.

SPECIFIC FUNCTIONS AND FEATURES
ADMINISTRATION AND SUPPORT

Contractor shall provide additional administrative and technical support, as needed,

along with overall project management.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Fifty Thousand Dollars ($150,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twelve thousand five hundred dollars ($12,500.00) per month.

B. $75,000.00 is the minimal level of advertising sales. Annual sales will be distributed as follows:

1) TSF will receive the first $75,000.00 in sales
2) Studio X will receive the next $25,000.00 in sales
3) Any sales over $100,000.00 will be split 50/50 between Studio X and TSF.

C. 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.

D. Payment shall be made upon receipt, approval and acceptance by the City of 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 on July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option to renew this contract for an additional three years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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:
Tourism Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Studio X, Inc.
805 Early Street, Suite #B204
Santa Fe, NM 87505-1607

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

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 7/5/18

CONTRACTOR:
Studio X, Inc.

NANCY BROWN,
VICE PRESIDENT, WEB DEV.

DATE: 7/12/18

CRS#: 03-15743500-1
City of Santa Fe Business
Registration # 18-00056644

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/27/18

APPROVED AS TO FORM:

MDM 5/11

GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

7-3-18

INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

GB TOURISM Studio X Amend _3 rev 072420

Final Audit Report 2020-08-03

Created:	2020-07-29
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaennJDKAcr3EaVV-V1rXvMccJqW9L1lv

"GB TOURISM Studio X Amend _3 rev 072420" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-07-29 - 10:30:45 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-07-29 - 10:34:15 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-31 - 10:08:58 PM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-31 - 10:09:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-07-31 - 10:09:53 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-03 - 2:15:25 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-03 - 2:16:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Alexis Lotero (aclotero@santafenm.gov), Fran Dunaway (fadunaway@santafenm.gov), Antoinette Armijo (amarmijo@santafenm.gov), and YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-03 - 2:16:45 PM GMT

POWERED BY Adobe Sign

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #2 for Lou Hammond & Associates

ITEM:

Request for approval of Amendment #2 to the PSA with Lou Hammond & Associates for FY 2021. This will be for Public Relations services for Tourism Santa Fe. Annual compensation for FY 2021 will be $125,000.00 and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Lou Hammond was selected to provide the Public Relations services to Tourism Santa Fe through RFP '18/37/P. The service fees will be $10,000 per month, with an annual amount of $5,000 for out of pocket expenses, for a grand total of $125,000.00 per year. Amendment #2 is to extend the term and increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #2 to the Professional Services Agreement with Lou Hammond & Associates. Funds will be taken from 2130521.510310 in the amount of $125,000.00.

MUNIS CONTRACT #: 3200340

201 W. Marcy Street ~ Santa Fe, New Mexico 87501
800.984.9984 ~ www.santafe.org

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond & Associates

Procurement Title: Santa Fe Tourism Public Relations Services

Solicitation RFP#: '18/37/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☐	☑	Departments Recommendation of Award Memo addressed to Finance
☐	☑	Evaluation Committee Report
☐	☑	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

Erann Dunaway, CPO 8/3/20
Erann Dunaway (Aug 3, 2020 08:18 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE* in original file

YES	N/A	
☐	☑	Final RFP Document
☐	☑	Copy of legal solicitation published in the newspaper, website, etc.
☐	☑	All addendums
☐	☑	Plan holders list
☐	☑	Copies of all RFP submittals
☐	☑	Complete evaluation score sheets
☐	☑	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☑	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☑	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☑	Reference Reviews/Reference Check Questionnaires

*

☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☑	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☒	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐	☒	Contract Award Notice
☐	☒	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☑	☐	Copy of Executed Contract
☑	☐	Copy of all documentation presented to the Committees
☐	☑	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE* In Original file

YES	N/A	
☐	☒	Local Preference Form
☐	☒	New Mexico Residence Form
☐	☒	Veterans Exemption
☐	☒	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☐	Letter from Department to Purchasing Office Providing response to protest
☐	☐	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☒	Original proposal (s) with no redactions

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

For Jordan Guenther
Department Rep Signature attesting that all information included

*

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

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

RFP# 18/37/P Date: March 14, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 3 of 4 years
example: (First year of 4 year contract)

Fran Dunaway (Aug 3, 2020 08:18 MDT)

Purchasing Officer Review

ITB issued-Year 3 of a 4 yr. contract

Comments or Exceptions: _____

7 **Funding Source:** VSF Service Contracts **BU/Line Item:** 213052 / 510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:11 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:** Antoinette Armijo-Rougemont

Phone # x6210

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
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 Lou Hammond & Associates

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $130,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: June 27, 2018

☐ or by City Manager Date: _____

Contract is for: TSF Public Relations Services for FY 2019

Amendment # 2 to the Original Contract# 18-0729

Increase/(Decrease) Amount $ $125,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for: TSF Public Relations Services for FY 2021

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 130,000.00 of original Contract# 1 to #18-0729 Termination Date: 6/30/2020
Reason: Public Relations Services for FY 2020

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

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

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

Total of Original Contract plus all amendments: $ $390,000.00

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2020

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	CONTACT NAME: Karen Ferrara, CISR	
C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr. Mt. Pleasant SC 29464	PHONE (A/C, No, Ext): (843) 884-3159	FAX (A/C, No): (843) 881-8891
	E-MAIL ADDRESS: kferrara@ctlowndes.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ohio Security - Montgomery	24082
INSURER B:	Ohio Casualty	24074
INSURER C:	Continental Casualty - CNA	20443
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Lou Hammond & Associates Inc
145 King St
Suite 411
Charleston SC 29401

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, UMB, E&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS55609265	07/12/2019	07/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BZS55609265	10/10/2019	07/12/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO55609265	07/12/2019	07/12/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		COVERAGE NOT PROVIDED			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	ERRORS & OMISSIONS			596361873	08/28/2019	08/28/2021		$2,000,000

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

Those usual to the insureds operation.

CERTIFICATE HOLDER

City of Santa Fe
Conventions & Visitors Bureau
201 West Marcy St
Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Willard A. Silcox III

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Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and twenty five thousand dollars ($125,000)**, such compensation not to exceed **$125,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and eighty five thousand dollars ($385,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021,** unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8-7-20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2
Contract No.18-0729

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and thirty thousand dollars ($130,000)**, such compensation not to exceed **$130,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred and ninety thousand dollars ($390,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to

renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: _____ Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8-7-20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #20-00126219

BU/Line Item: 2130521.510310

ITEM # 18-0729

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 Lou Hammond & Associates (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. Answer all media calls/requests from U.S. and Canada based journalists inquiring about the City of Santa and requesting media assistance from TSF.
B. Correspond in a timely manner via e-mail, phone, fax, letters, memos etc., to all media who request information about City of Santa Fe tourism.
C. Send monthly press releases and pitch communications to national media, reporters, and publications based on a TSF approved editorial calendar and as required when there is timely TSF news to distribute.
D. Recruit and assist writers with story ideas, itineraries and visits resulting in press about Santa Fe.
E. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that includes the following for each piece of coverage: publication name, clip/copy of coverage, publication date, electronic link to coverage (if available), media value and circulation or impressions.
F. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
G. In Calendar Year 2017, TSF delivered $36,000,000 in earned travel editorial media value. The Contractor is expected to generate similar and annually increasing results.
H. Coordinate and assist with all individual and group media familiarization tours. This includes developing target media list, recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation, designing invitations, managing responses and communications with participants, making flight/transportation arrangements, and preparing a press trip itinerary for participants.

I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion Contractor may be asked to accompany TSF Staff on appointments.

J. Travel as necessary and as assigned by TSF staff.

K. Work to enhance and support all TSF social media network outlets

I. The Contractor will participate in TSF creative meetings (conference calls) on a bi-weekly and quarterly basis.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thirty thousand dollars ($130,000.00), plus applicable gross receipts taxes. Payment shall be rendered as follow:

(1) Ten thousand dollars ($10,000.00) per month service fee;

(2) Ten thousand dollars ($10,000.00) annually for out of pocket expenses.

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 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 on July 1, 2018, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date

Contractor receives notice of such termination.

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:
TOURISM Santa Fe
ATTN: Randy Randall
201 W. Marcy St.
Santa Fe, NM 87501

Contractor:
Lou Hammond & Associates
145 King Street, Suite 411
Charleston, SC 29401

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/5/18

CONTRACTOR:

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: 7-13-18

CRS#03-294385-00-7
City of Santa Fe Business
Registration # 18-00126219

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(CC mtg. 6/27/18)

APPROVED AS TO FORM:

5/23
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

7-3-18
FINANCE DIRECTOR

22108.510310
Business Unit Line Item

ITEM # 19-0450

Contract No.18-0729

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Lou Hammond & Associates, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred and thirty thousand dollars ($130,000)**, such compensation not to exceed **$130,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0729 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed two hundred and sixty thousand dollars ($260,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020,** unless terminated pursuant to the Contract. There is an option to renew for up to two more additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8/7/20
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: _____ Date: 7-8-19
Yolanda Y. Vigil, City Clerk
cc mtg. 6.12.2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: _____ Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/24/19
Lou Hammond, Chairwoman/Founder

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-294385-00-7
Business License Number: #19-00126219

BU/Line Item: 22108.510310

GB TOURISM Lou Hammond Amend _2 rev 072420

Final Audit Report 2020-08-03

Created:	2020-07-29
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANcQsoqsdhuGD4Dneau0BPj91V2fxTkcg

"GB TOURISM Lou Hammond Amend _2 rev 072420" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-07-29 - 10:25:25 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-07-29 - 10:28:49 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-07-31 - 10:10:39 PM GMT- IP address: 23.103.201.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-07-31 - 10:11:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-07-31 - 10:11:29 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-08-03 - 2:16:56 PM GMT- IP address: 23.103.201.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-03 - 2:18:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), and Antoinette Armijo (amarmijo@santafenm.gov)
2020-08-03 - 2:18:04 PM GMT

POWERED BY Adobe Sign

TOURISM
SANTA FE

To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Certified Folder Display Service, Inc.

ITEM:

Request for approval of Amendment #3 to the PSA with Certified Folder Display Service, Inc. in the amount of $45,000 for brochure display and distribution in the surrounding areas, including delivery charges to Certified locations. This amendment is for FY 2021, and funds will be available on July 1, 2020.

BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through RFP #18/36/P to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will promote Santa Fe to the Albuquerque and Texas areas by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located around the following targeted cities: Albuquerque, Amarillo, Lubbock, Midland, El Paso, Dallas, and Houston. Amendment #3 will extend the term and compensation amount for FY21.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Certified Folder Display Service, Inc. Funds will be taken from 2130521.510310 in the amount of $45,000.

Munis Contract Number: 3200265

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **forty five thousand dollars ($45,000)**, such compensation not to exceed **$45,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eighty seven thousand nine hundred and sixty nine dollars and fifty one cents ($187,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310 AL

CITY OF SANTA FE
CONTRACT AMENDMENT No. 3
Contract No.18-0548

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and **Certified Folder Display Service, Inc.**, hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, including gross receipts tax.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred ninety two thousand nine hundred and sixty nine dollars and fifty one cents ($192,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: _____
Alan Webber, Mayor

Attest:

By: _____ Date: _____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

By: _____ Date: 3/16/20
Senior Assistant City Attorney

Approved:

By: _____ Date: _____
Mary McCoy, Finance Director

Contractor:

By: Jay Anderson Date: 8/10/2020
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #20-00124182

BU/Line Item: 2130521.510310

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 Certified Folder Display Services, Inc.

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $44,851.51

Termination Date: June 30, 2019

☐ Approved by Council Date:

☐ or by City Manager Date:

Contract is for: Distribution of SF Visitor's Guides to surrounding areas for FY 2019

Amendment # 3 to the Original Contract# 18-0548

Increase/(Decrease) Amount $ ~~$45,~~000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council June 12, 2019

☐ or by City Manager Date:

Amendment is for: Distribution Services for FY 2021

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 48,118.00 of original Contract# #1 to #18-0548 Termination Date: 6/30/2019
Reason: increase compensation

Amount $ 50,000.00 amendment # 2 Termination Date: 6/30/2020
Reason: Distribution services for FY 2020

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

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

Total of Original Contract plus all amendments: $ $192,969.41

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

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

RFP# 18/36/P Date: April 6, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 3 of 4 years
example: (First year of 4 year contract)

Fran Dunaway (Aug 3, 2020 08:15 MDT)

Purchasing Officer Review

Issued Bid - 3rd year of 4 yr. contract.

Comments or Exceptions: _____

7 **Funding Source:** CVB Service Contracts **BU/Line Item:** 213052 - 510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:07 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:** Antoinette Armijo-Rougemont

Phone # x6210

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Display Services, Inc;

Procurement Title: Brochure Display and Distribution Services

Solicitation RFP#: '18/36/P

Department Requesting/Staff Member TOURISM Santa Fe/Jordan Guenther

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Departments Recommendation of Award Memo addressed to Finance
☑	☐	Evaluation Committee Report
☐	☑	BAR
☐	☑	FIR
☑	☐	Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contract
☑	☐	Certificate of Insurance
☐	☐	Other:

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway (Aug 3, 2020 08:15 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☑	☐	Final RFP Document
☑	☐	Copy of legal solicitation published in the newspaper, website, etc.
☑	☐	All addendums
☐	☑	Plan holders list
☑	☐	Copies of all RFP submittals
☑	☐	Complete evaluation score sheets
☐	☑	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☑	Oral presentations (sign-in sheets, presentation materials, etc.)
☐	☑	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☑	Reference Reviews/Reference Check Questionnaires

*

☑	☐	Pricing evaluation
☑	☐	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☑	☐	Fully executed Memo to Committees from the Department with recommendation of award
☑	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☑	☐	Contract Award Notice
☑	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☑	Waiver or "No Action Taken" from Procurement Office
☐	☑	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☑	☐	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☐	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☐	Conflict of Interest Form signed by all parties
☐	☐	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☐	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☐	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☐	Conflict of Interest form signed by all parties
☐	☐	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☑	☐	Copy of Executed Contract
☑	☐	Copy of all documentation presented to the Committees
☑	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☐	☐	Original proposal (s) with no redactions

Jordan Guenther, Marketing Director
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2020

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	CONTACT NAME: Ligia Hubbell	
McGriff Insurance Services 4480 Willow Road Suite 110 Pleasanton CA 94588	PHONE (A/C, No, Ext): (925) 598-2038	FAX (A/C, No): 888-770-1945
	E-MAIL ADDRESS: LHubbell@mcgriffinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Co of America	25674
INSURED Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 361265179 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6303A285929TIL20	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	8101N46878220	6/29/2020	6/29/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB ☒ OCCUR			CUP5J85948920	6/29/2020	6/29/2021	EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☒ RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB7K32580220	6/29/2020	6/29/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Certificate Holder is an Additional Insured with regards to the General Liability policy per the attached endorsement form CGD4580219 and Auto policy per the attached endorsement form CAT3530215.

Waiver of Subrogation applies to the General Liability policy per the attached endorsement form CGD4580219 and Auto Policy per the attached endorsement form CAT3530215 and Workers Compensation per endorsement form WC000313.

This insurance is primary or primary and non-contributory per the attached endorsement form CGT1000219.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road, Bldg. H
Attn. Shirley Rodriguez, Purchasing Officer
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
McGriff Insurance Services	Certified Folder Display Service, Inc. 1120 Joshua Way Vista, CA 92081-7835
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The attached forms apply as required per written contract or written agreement between the listed parties and the insured, which are subject to the policy provisions. In the absence of such written contract or written agreement the attached forms may not be applicable.

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ITEM # 18-0548

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 **Certified Folder Display Service, Inc.** (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. The contractor shall promote Santa Fe to New Mexico and the surrounding region by distributing our Santa Fe Travel Planners to over 1,500 visitor orientated brochure racks located in and around targeted cities in New Mexico, Texas, Oklahoma, Arizona, and Colorado.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Four Thousand Eight Hundred Fifty One Dollars and Fifty One cents ($44,851.51), inclusive of applicable gross receipts taxes as described in

Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

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 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 on July 1, 2018, and shall terminate on June 30th, 2019, unless sooner pursuant to Article 6 below. There will be an option to renew for up to three additional years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 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) If compensation is not based upon hourly rates for services rendered, 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.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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:
PO Box 909
Santa Fe, NM 87504-0909

Certified Folder Display Service, Inc.:
1120 Joshua Way
Vista, California 92081

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

CITY OF SANTA FE:

ERIK LITZENBERG,
INTERIM CITY MANAGER

DATE: 5/23/18

CONTRACTOR:
Certified Folder Display Ser., Inc.

BILL DEERING,
SENIOR VICE PRESIDENT

DATE: 5/29/18

CRS# 02044154001
City of Santa Fe Business
Registration # 18-00124182

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/9
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1969

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108830
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL
DATE: 05/07/2018
CONTRACT: 18-0107922 REV: 00001
START DATE: 07/01/2018
END DATE: 06/30/2019
NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERRIDE	GOVT	BACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/18	06/30/19	810.00	12	9,720.00	-1,458.00	-413.10	-470.93	7,377.97
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	-226.75	3,552.35
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/18	06/30/19	390.00	12	4,680.00	-702.00	-198.90	-226.75	3,552.35
1-VM-12-SW/MO	Midland - Magazines	130	07/01/18	06/30/19	645.00	12	7,740.00	-1,161.00	-328.95	-375.00	5,875.05
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/18	06/30/19	480.00	12	5,760.00	-864.00	-244.80	-279.07	4,372.13
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/18	06/30/19	175.00	12	2,100.00	-315.00	-89.25	-101.75	1,594.00
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/18	06/30/19	875.00	12	10,500.00	-1,575.00	-446.25	-508.73	7,970.02
1-VM-11-SW/AR	Arlington -Modified		07/01/18	09/30/18	225.00	3	675.00	-101.25	-28.69	-32.70	512.36
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/18	06/30/19	135.00	12	1,620.00	-243.00	-68.85	-78.49	1,229.66
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/18	02/28/19	860.00	8	6,880.00	-1,032.00	-292.40	-333.34	5,222.26
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/18	02/28/19	270.00	8	2,160.00	-324.00	-91.80	-104.65	1,639.55
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/18	06/30/19	205.00	9	1,845.00	-276.75	-78.41	-89.39	1,400.45
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/18	06/30/19	0.00	12	0.00	0.00	0.00	0.00	0.00

EXHIBIT A

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: REF: 18-0108830

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018

CONTRACT: 18-0107922 REV: 00001

START DATE: 07/01/2018

END DATE: 06/30/2019

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	RACKLOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	44,298.15
APPLICABLE SALES TAX:	553.35
TOTAL FEE:	44,851.50

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,034.91	4,034.91	4,034.90	4,019.73	4,019.73	4,019.73
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,019.73	4,019.78	3,162.01	3,162.01	3,162.01	3,162.02

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	44,298.15
	0.00
SUBTOTAL:	44,298.15
APPLICABLE SALES TAX:	553.35
TOTAL PREPAID FEE	44,851.50

Print Date: May 07, 2018 at 11:42 AM

All fees billed 30 days in advance of service

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CF070DIS rev. 10/29/16

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

FEDERAL TAX ID:

REF: 18-0108829

RENEWAL

DATE:

CONTRACT: 18-0108825 REV: 00001

START DATE: 07/01/2019

END DATE: 06/30/2020

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERAIR	GOVT	BACKLOG	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/19	06/30/20	810.00	12	9,720.00	-1,292.76	-421.36	-480.36	7,525.53
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/19	06/30/20	390.00	12	4,680.00	-622.44	-202.88	-231.28	3,623.40
1-VM-12-SW/MO	Midland - Magazines	130	07/01/19	06/30/20	645.00	12	7,740.00	-1,029.42	-335.53	-382.50	5,992.55
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/19	06/30/20	480.00	12	5,760.00	-766.08	-249.70	-284.65	4,459.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/19	06/30/20	175.00	12	2,100.00	-279.30	-91.04	-103.78	1,625.89
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/19	06/30/20	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/19	06/30/20	875.00	12	10,500.00	-1,396.50	-455.18	-518.90	8,129.43
1-VM-11-SW/AR	Arlington -Modified		07/01/19	09/30/19	225.00	3	675.00	-89.78	-29.26	-33.36	522.61
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/19	06/30/20	135.00	12	1,620.00	-215.46	-70.23	-80.06	1,254.25
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/19	02/29/20	860.00	8	6,880.00	-915.04	-298.25	-340.00	5,326.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/19	02/29/20	270.00	8	2,160.00	-287.28	-93.64	-106.74	1,672.34
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/19	06/30/20	205.00	9	1,845.00	-245.39	-79.98	-91.18	1,428.46
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/19	06/30/20	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

ADVERTISER ID: 127010

SHIP TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director

EMAIL: rrandy@santefenm.gov

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:

REF: 18-0108829

PO NUMBER:

BILL TO:

ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall

WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐

ADDRESS2:

CITY: Santa Fe

STATE: NM ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018

CONTRACT: 18-0108825 REV: 00001

START DATE: 07/01/2019

END DATE: 06/30/2020

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/UR	GOVT	BACKLOG	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE: 45,184.14

APPLICABLE SALES TAX: 564.41

TOTAL FEE: 45,748.55

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,115.61	4,115.61	4,115.62	4,100.13	4,100.13	4,100.13
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,100.13	4,100.14	3,225.25	3,225.25	3,225.25	3,225.25

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

TOTAL NET FEE: 45,184.14

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs) 0.00

SUBTOTAL: 45,184.14

APPLICABLE SALES TAX: 564.41

TOTAL PREPAID FEE 45,748.55

All fees billed 30 days in advance of service

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CERTIFIED FOLDER DISPLAY SERVICE, INC.

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson

FEDERAL TAX ID:

REF: 18-0108825

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108829 REV: 00001
START DATE: 07/01/2020
END DATE: 06/30/2021

ADVERTISER ID: 127010

PO NUMBER:

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

NEW ADDRESS: ☐

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

NEW ADDRESS: ☐

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner

INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERIDE	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/20	06/30/21	810.00	12	9,720.00	-1,215.00	-425.25	-403.99	7,675.76
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/20	06/30/21	390.00	12	4,680.00	-585.00	-204.75	-194.51	3,695.74
1-VM-12-SW/MO	Midland - Magazines	130	07/01/20	06/30/21	645.00	12	7,740.00	-967.50	-338.63	-321.69	6,112.18
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/20	06/30/21	480.00	12	5,760.00	-720.00	-252.00	-239.40	4,548.60
1-CI-12-SW/HO	Houston-Corporate-Magazines	36	07/01/20	06/30/21	175.00	12	2,100.00	-262.50	-91.88	-87.28	1,658.34
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/20	06/30/21	875.00	12	10,500.00	-1,312.50	-459.38	-436.41	8,291.72
1-VM-11-SW/AR	Arlington -Modified		07/01/20	09/30/20	225.00	3	675.00	-84.38	-29.53	-28.05	533.04
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/20	06/30/21	135.00	12	1,620.00	-202.50	-70.88	-67.33	1,279.29
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/20	02/28/21	860.00	8	6,880.00	-860.00	-301.00	-285.95	5,433.05
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/20	02/28/21	270.00	8	2,160.00	-270.00	-94.50	-89.78	1,705.72
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/20	06/30/21	205.00	9	1,845.00	-230.63	-80.72	-76.68	1,456.97
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/20	06/30/21	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1955

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010

SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108825
PO NUMBER:

BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108829 REV: 00001
START DATE: 07/01/2020
END DATE: 06/30/2021

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER2M	GOVT	RACIOLOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	46,086.15
APPLICABLE SALES TAX:	575.68
TOTAL FEE:	46,661.83

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature:
Name (print):
Title: Date:

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,197.80	4,197.80	4,197.80	4,182.01	4,182.01	4,182.01
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,182.01	4,181.98	3,289.66	3,289.66	3,289.66	3,289.39

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

APPROVED BY (Certified Folder Display corporate office)

Signature:
Name (print):
Title: Date:

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	46,086.15
	0.00
SUBTOTAL:	46,086.15
APPLICABLE SALES TAX:	575.68
TOTAL PREPAID FEE	46,661.83

Print Date: May 07, 2018 at 11:38 AM

All fees billed 30 days in advance of service

CF070DIS rev. 10/29/16

White Copy – Corporate Yellow Copy – Advertiser Pink Copy – Salesperson

CERTIFIED FOLDER DISPLAY SERVICE, INC.
SINCE 1980

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL
DATE: 06/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION:
Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVERRIDE	GOVT	RACKLOC	NET FEE
1-VM-12-SW/AL	Albuquerque/I-40 -Magazines	163	07/01/21	06/30/22	810.00	12	9,720.00	-1,044.90	-433.76	-412.07	7,829.28
1-VM-12-SW/AM	Amarillo - Magazines	78	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/LU	Lubbock - Magazines	80	07/01/21	06/30/22	390.00	12	4,680.00	-503.10	-208.85	-198.40	3,769.65
1-VM-12-SW/MO	Midland - Magazines	130	07/01/21	06/30/22	645.00	12	7,740.00	-832.05	-345.40	-328.13	6,234.42
1-VM-12-SW/EP	El Paso Area - Magazines	114	07/01/21	06/30/22	480.00	12	5,760.00	-619.20	-257.04	-244.19	4,639.57
1-CI-12-SW/HO	Houston-Corporate-Magazines	38	07/01/21	06/30/22	175.00	12	2,100.00	-225.75	-93.71	-89.03	1,691.51
1-VM-11-CN/OKC	Oklahoma City - Modified		07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00
1-VM-12-R/D	Denver - Magazines	247	07/01/21	06/30/22	875.00	12	10,500.00	-1,128.75	-468.56	-445.13	8,457.55
1-VM-11-SW/AR	Arlington -Modified		07/01/21	09/30/21	225.00	3	675.00	-72.56	-30.12	-28.62	543.70
1-CI-12-R/C	Denver/Colorado Springs Corporate - Magazin	37	07/01/21	06/30/22	135.00	12	1,620.00	-174.15	-72.29	-68.68	1,304.88
1-VM-12-SW/F	Arizona I-40/Grand Canyon - Magazines	241	07/01/21	02/28/22	860.00	8	6,880.00	-739.60	-307.02	-291.67	5,541.71
1-CI-12-SW/P	Phoenix Area-Corporate-Magazines	52	07/01/21	02/28/22	270.00	8	2,160.00	-232.20	-96.39	-91.57	1,739.84
1-CI-12-SW/DAL	Dallas Corporate - Magazines	39	10/01/21	06/30/22	205.00	9	1,845.00	-198.34	-82.33	-78.22	1,486.11
2-VT-TB-SW/NM	VTips Top Banner Ad - New Mexico	1	07/01/21	06/30/22	0.00	12	0.00	0.00	0.00	0.00	0.00

CERTIFIED FOLDER DISPLAY SERVICE, INC. SINCE 1989

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 **(800) 799-7373** www.certifiedfolder.com

DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061300 - Jay Anderson
ADVERTISER ID: 127010
SHIP TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall, Executive Director
EMAIL: rrandy@santefenm.gov
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID:
REF: 18-0108829
PO NUMBER:
BILL TO:
ADVERTISER: Santa Fe CVB
CONTACT: Randy Randall
WEB SITE: santafe.org
ADDRESS1: 201 West Marcy Street NEW ADDRESS: ☐
ADDRESS2:
CITY: Santa Fe
STATE: NM ZIP: 87501
PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 05/07/2018
CONTRACT: 18-0108833 REV: 00001
START DATE: 07/01/2021
END DATE: 06/30/2022

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner
INVENTORY ID NUMBER: 009270

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	OVER/UN	GOVT	RACK/LOC	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:

TOTAL NET FEE:	47,007.87
APPLICABLE SALES TAX:	587.20
TOTAL FEE:	47,595.07

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____ Date: _____

APPROVED BY (Certified Folder Display corporate office)

Signature: _____

Name (print): _____

Title: _____ Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
4,281.74	4,281.74	4,281.75	4,265.63	4,265.63	4,265.63
Dec	**Jan**	**Feb**	**Mar**	**Apr**	**May**
4,265.63	4,265.66	3,355.44	3,355.44	3,355.44	3,355.30

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one) ☐ Yes ☐ No (0.00% on all applicable programs)

TOTAL NET FEE:	47,007.87
	0.00
SUBTOTAL:	47,007.87
APPLICABLE SALES TAX:	587.20
TOTAL PREPAID FEE	47,595.07

ITEM # 19-0288

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc. hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation**

The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed Forty Eight Thousand One Hundred Eighteen Dollars ($48,118.00), inclusive of applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. Payment for the optional 3 years of additional contract service shall not increase more than 2% each year subsequently.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 4/10/19
Erik J. Litzenberg, City Manager

Attest:

By: Yolanda Y. Vigil Date: 4-19-19
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date: 3/22/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 4/9/19
Mary McCoy, Finance Director

Contractor:
Certified Folder

By: Jay Anderson Date: 4/18/19
Name & Title District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

22108.510310
BU & line

02044154001
CRS NUMBER
19-00124182
BUSINESS REG #

ITEM # 19-0448

Contract No.18-0548

CITY OF SANTA FE
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Certified Folder Display Service, Inc., hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **fifty thousand dollars ($50,000)**, such compensation not to exceed **$50,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0548 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed one hundred forty two thousand nine hundred and sixty nine dollars and fifty one cents ($142,969.51). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2020,** unless terminated pursuant to the Contract. There is an option to renew for up to two additional years.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date: 6/13/19
Alan Webber, Mayor

Attest:

By: Yolanda Y. Vigil Date: 6-19-19
Yolanda Y. Vigil, City Clerk
CC mtg. 6/12/2019

Approved as to Form:

By: _____ Date: 5/10/19
Erin K. McSherry, City Attorney

Approved:

By: Mary McCoy Date: 6/13/19
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 6/20/19
Jay Anderson, District Sales Manager

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #02044154001
Business License Number: #19-00124182

BU/Line Item: 22108.510310

Signature:

Email: mtmccoy@santafenm.gov

Signature:

Email: jlapanhill@santafenm.gov

Signature:

Email: xivigil@santafenm.gov

Signature:

Email: yyvigil@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: July 13, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Randy Randall, Executive Director, Tourism Santa Fe

FROM: Jordan Guenther, Director of Marketing, Tourism Santa Fe /S/

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the PSA with Vladimir Jones in the Total Amount of $1,300,000.00 for Advertising Agency services for Tourism Santa Fe.

BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to be the AOR and to provide agency services. Amendment #1 is to extend the term and increase the compensation amount for FY2021.

PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

CONTRACT NUMBER:
The FY20 Munis contract number is 3200492.

FUNDING SOURCE:

1) **Lodger's Tax Fund: 213/ VSF Admin. – 2130521/Advertising – 561850 - $600,000**
2) **SF Conv. Center Fund: 520/ CCC Operations – 5206600/Advertising – 561850 - $700,000**

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #1 to the Professional Services Agreement with Vladimir Jones.

Contract No.19-0384

CITY OF SANTA FE
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

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

Section 3, Compensation, is hereby amended to read as follows:

3. **Compensation.**

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million three hundred thousand dollars ($1,300,000)**, such compensation not to exceed **$1,300,000,** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars ($2,900,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. **Term.**

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2021**, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: _____ Date:_____
Alan Webber, Mayor

Attest:

By: _____ Date:_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

By: _____ Date:_____
Erin K. McSherry, City Attorney

Approved:

By: _____ Date:_____
Mary McCoy, Finance Director

Contractor:

By: _____ Date: 8/10/20
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0
Business License Number: #20-00157691

BU/Line Item: 2130521.561850 - $600,000
5206600.561850 - $700,000 AL

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 Vladimir Jones (Praco)

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $1,600,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date: May 29, 2019

☐ or by City Manager Date: _____

Contract is for: Advertising Agency Services for the City of Santa Fe

---

Amendment # 1 to the Original Contract# 19-0384

Increase/(Decrease) Amount $ $1,300,000.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ 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: $ _____

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

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

RFP# #19/25/P Date: January 11, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** VSF Advertising **BU/Line Item:** (1) 2130521.561850
CCC Advertising
(2) 5206600.561850 $600,000 SAA
$700,000 SAA

Merit Lotero
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:** Antoinette Armijo-Rougemont

Phone # x6210

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 PROCUREMENT CHECKLIST

Contractor Name: VLADIMIR JONES

Procurement Title: ADVERTISING AGENCY OF RECORD SERVICES

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ ***Request For Proposal (RFP)*** **X** *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting. TOURISM SANTA FE Name JORDAN GUENTHER

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
X	☐	Approved Procurement Checklist (by Purchasing)
X	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
X	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☐	FIR
X	☐	Executed Contract, Agreement or Amendment
X	☐	Current Business Registration and CRS numbers on contract or agreement
X	☐	Summary of Contracts and Agreements form
X	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Jordan Guenther, Director of Marketing — JULY 16, 2020

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Aug 3, 2020 08:11 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: SF COUNTY
NM

Owner:

License Number: 227045

Issued Date: April 13, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/12/2020

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	CONTACT NAME: Eva Sanchez
AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs CO 80903	PHONE (A/C, No, Ext): 719-354-4303 FAX (A/C, No): 719-354-4112 E-MAIL ADDRESS: eva.sanchez@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Pinnacol Assurance	41190
INSURER C : Continental Casualty Company	20443
INSURER D : Travelers Casualty And Surety Company	19038
INSURER E :	
INSURER F :	

INSURED: Praco LTD DBA Vladimir Jones
6 North Tejon Street #400
Colorado Springs CO 80903-3928
PRACLTD-01

COVERAGES **CERTIFICATE NUMBER:** 21780240 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZH4-8824495-09	9/26/2019	9/26/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
A	AUTOMOBILE LIABILITY			AW4-884892-09	9/26/2019	9/26/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UH4-8850592-08	9/26/2019	9/26/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1002922	1/1/2020	1/1/2021	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Media Prof & Cyber Liab			596829834	9/26/2019	9/26/2020	Occurrence	2,000,000
D	Crime			105691268 3 YEAR	9/26/2017	9/26/2020	Aggregate	2,000,000
							Crime Limit	1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION 30

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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ITEM # 19-0384

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Vladimir Jones**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars ($1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of $100,000 dollars ($100,000) in FY19, and $1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $100,000 in FY19. The $100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The $1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	$100,000
Media (net)	$1,020,000
Production (net)	$150,000
Research/Other	$22,500
Travel	$5,000
Agency Services Retainer	$302,500
TOTAL	**$1,600,000**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the

City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2020, with the option to renew three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest: Governmental Conduct Act.**

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

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

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

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

13. **Amendment.**

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

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

14. **Merger.**

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

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

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

20. **Other Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

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

21. **Records and Financial Audit.**

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

22. **Indemnification.**

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

23. **New Mexico Tort Claims Act**

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

24. **Invalid Term or Condition.**

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

25. **Enforcement of Agreement.**

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

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

To the City: TOURISM Santa Fe
Attn: Randy Randall
201 W. Marcy Street
Santa Fe, NM 87501

To the Contractor: Vladimir Jones
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO. 80903-3928

27. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:
Vladimir Jones

NAME AND TITLE

DATE: 6/4/19

CRS# 05-436229-00-0

Registration # 19-00157091

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

4/29/19

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

22108.561850

GB TOURISM Vladimir Jones rev 072420 (2)

Final Audit Report 2020-08-03

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