



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
SEPTEMBER 02, 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 minutes from the August 19th Quality of Life Committee meeting.

6. **ACTION ITEMS: CONSENT**
 - A. Consideration of Bill No. 2020-__: An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
SEPTEMBER 02, 2020 AT 5:00
PM
ATTEND VIRTUALLY

Sabino Street Running East/West Between St. Francis Drive and DeVargas Mall. (Councilors Villarreal and Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Public Works and Utilities Committee: 9/7/20

Quality of Life Committee: 9/2/20

Governing Body (Request to Publish): 9/9/20

Governing Body (Public Hearing): 9/30/2020

- B. Consideration of Bill No. 2020-__ : An Ordinance Amending the Table of Permitted Uses in Section 1-6.1(C) SFCC 1987 to Include Commissary Kitchens as a Permitted Use Requiring a Special Use Permit in C-1 Zoning Districts; and Amending Section 14-12.1 to Add the Definition of Commissary Kitchens. (Councilors Lindell and Villarreal) (Eli Isaacson, Land Use Department Director, esisaacson@santafenm.gov, 955-6730)

COMMITTEE REVIEW

Planning Commission: 8/20/2020

Governing Body (Request to Publish): 8/26/2020

Quality of Life Committee: 9/02/2020

Governing Body (Public Hearing): 9/30/2020

- C. Request for the Approval of the North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Title III Federal & State Sub-Award. Contract #2020-21-60026 (Munis Contract #3202012) in the amount of \$801,843.02 to provide services to eligible clientele who receive Transportation, Nutrition, and in-Home Support services during FY 2021. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 505-955-4710)

7. PRESENTATIONS

- A. City and County Safety Net Response. (Kyra Ochoa, Community Services Department Director: krochoa@santafenm.gov, 505-955-6603; and Rachel O'Connor, Santa Fe County Community Services Director)
(INFORMATIONAL ONLY)



City of Santa Fe

AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
SEPTEMBER 02, 2020 AT 5:00
PM
ATTEND VIRTUALLY

B. Santa Fe Public Library Response to Community Need. (Maria Sanchez Tucker, Library Division
Director: metucker@santafenm.gov, 505-955-6788)
(INFORMATIONAL ONLY)

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Wednesday, September 16 2020**
12. **ADJOURN**



MINUTES

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

1. **CALL TO ORDER: 5:00pm**

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Jesse Guillen, Legislative Liaison
Kyra Ochoa, Attendee
Kyle Mason, Attendee
Rich Brown, Attendee
Randy Randall, Attendee
Erin McSherry, Attendee
Jarel Lapan Hill, Attendee
Liz Camacho, Attendee
Erminia Tapia, Attendee
Matthew Champlin, Attendee
John Romero, Attendee
Alan Webber, Attendee
Bernadette Salazar, Attendee
Regina Wheeler, Attendee
Kristine Mihelcic, Attendee



MINUTES

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

3. APPROVAL OF AGENDA

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, 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 Garcia moved, seconded by Councilor Villarreal, to Councilor Renee Villarreal pulled items A, F, and H for discussion. She wants to co-sponsor item B.

Councilor Garcia pulled item A for discussion. He wants to co-sponsor item B.

Councilor Rivera pulled item H for discussion. He wants to co-sponsor item B.

approve the consent agenda as amended.



MINUTES

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

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

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

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Garcia, 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



MINUTES

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

- 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

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

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



City of Santa Fe

MINUTES

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

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

Against: None

Abstain: Councilor Villarreal

- B. Consideration of Resolution No. 2020-__: A Resolution Supporting the Ninth Annual Neighbor to Neighbor Fund Drive. (Councilors Vigil Coppler, Cassutt-Sanchez, Villarreal, Garcia, and Rivera) (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)



MINUTES

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

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

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the Contracts 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



City of Santa Fe

MINUTES

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

Against: None

Abstain: None

- 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

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Rivera, to approve the Contracts 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



City of Santa Fe

MINUTES

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

7. PRESENTATION

- 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)

8. MATTERS FROM STAFF

9. MATTERS FROM THE COMMITTEE

10. MATTERS FROM THE CHAIR

11. NEXT MEETING: September 2, 2020

12. ADJOURN: 8:11pm



City of Santa Fe

MINUTES

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

Liaison

Chair

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8F

Consideration of Bill No. 2020-__ : An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West Between St. Francis Drive and DeVargas Mall. (Councilors Villarreal and Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

COMMITTEE REVIEW

Public Works and Utilities Committee: 09/07/20
 Quality of Life Committee: 09/02/20
 Governing Body (Request to Publish): 09/09/20
 Governing Body (Public Hearing): 09/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 09/07/2020 Public Works and Utilities Committee.

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		



City of Santa Fe New Mexico

Memorandum



Date: August 6, 2020

To: Governing Body

Via: John Romero, Acting Public Works Department Director

From: Ladd Lucero, Traffic Technician

RE: Truck Ban – Sabino Street

ITEM AND ISSUE:

This Bill would ban heavy trucks (those with gross vehicle weight of five tons or greater) from a two-block portion of Sabino Street.

BACKGROUND AND SUMMARY:

Residents of the neighborhood surrounding Sabino Street have requested that the City ban heavy trucks from using the two-block portion of Sabino Street that runs East/West between St. Francis Drive and DeVargas Mall. The City currently has 55 streets or portions of streets that do not permit heavy truck use.

ACTION REQUESTED:

Approve the Bill as presented.

[bracketed material] = delete

underscored material = new

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Renee Villarreal

Councilor Signe I. Lindell

AN ORDINANCE

AMENDING SECTION 24-2.6 SFCC 1987 TO RESTRICT CERTAIN VEHICLES FROM TRAVELING ON A PORTION OF SABINO STREET RUNNING EAST/WEST BETWEEN ST. FRANCIS DRIVE AND DEVARGAS MALL.

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

Section 1. Section 24-2.6 of SFCC 1987 (being Ord. No. 2006-14, § 26, as amended) is amended to read:

24-2.6 Restricted traffic.

A. Trucks, truck trailers and other large vehicles with a gross vehicle weight of five (5) tons or more are prohibited from traveling on the following streets except as set forth in paragraphs B. and C. below:

- (1) Agua Fria Street, between Siler Road and Guadalupe Street except those vehicles making pickups or deliveries to addresses on adjacent dead end streets;
- (2) Alamo Drive;
- (3) Apache Street;

- 1 (4) Armenta Street;
- 2 (5) Arroyo Chamiso, Botulph and beginning at the eastern boundary of Zia Road;
- 3 (6) Calle Angelina;
- 4 (7) Calle Atajo;
- 5 (8) Calle La Resolana;
- 6 (9) Calle Sotero;
- 7 (10) Camino Carlos Rael between West Alameda Street and the city limits;
- 8 (11) Camino Carlos Rey between Cerrillos Road and Zia Road;
- 9 (12) Camino Consuelo;
- 10 (13) Camino de las Crucitas;
- 11 (14) Camino Encantado;
- 12 (15) Camino Lejo between Old Pecos Trail and Old Santa Fe Trail;
- 13 (16) Canyon Road;
- 14 (17) Catron Street;
- 15 (18) Circle Drive between Bishops Lodge Road and Camino Encantado;
- 16 (19) DeFouri Street;
- 17 (20) East De Vargas Street between Paseo de Peralta and Canyon Road;
- 18 (21) Escalante Street;
- 19 (22) Espinacitas Street between St. Michael's Drive and Jay Street;
- 20 (23) Fifth Street between St. Michael's Drive and Cerrillos Road;
- 21 (24) Fourth Street between Jay Street and Quapaw Street;
- 22 (25) Galisteo Street between Paseo de Peralta and St. Michael's Drive;
- 23 (26) Gonzales Road, between East Alameda and Hyde Park Road;
- 24 (27) Gonzales Road, north of Hyde Park Road;
- 25 (28) Governor Miles - those portions located within the city limits as follows:

1 (a) From just west of Chamisa Path Road to east of Dancing Ground
2 Street; and

3 (b) From west of Nizhoni Drive to the terminus of Governor Miles Road
4 located east of Camino Carlos Rey.

5 (29) Hillside Avenue;

6 (30) Hopewell Street between Second Street and Sixth Street;

7 (31) Jaguar Drive between NM 599 (Veterans Memorial Highway and Cerrillos
8 Road);

9 (32) Jay Street;

10 (33) Jefferson Street;

11 (34) La Cieneguita;

12 (35) Lujan Street;

13 (36) Maez Road;

14 (37) Mann Street from Sixth Street to its terminus;

15 (38) Morelia Street between Cordova Road and Alta Vista Street;

16 (39) Navajo Street south of Taos Street;

17 (40) North El Rancho Road between West Alameda Street and Paseo De Vista;

18 (41) Osage Avenue;

19 (42) Placita de Oro;

20 (43) Quapaw Street;

21 (44) Richards Avenue between James Street and Siringo Road;

22 (45) Rio Vista Street;

23 (46) the section of Sabino Street running west to east between St. Francis Drive
24 and DeVargas Mall;

25 ([46]47) San Mateo Road from St. Francis Drive to Old Pecos Trail;

- 1 ([47]48) Solana Drive;
2 ([48]49) South Meadows to Camino Cesar E. Chavez (formerly Airport Road);
3 ([49]50) Staab Street;
4 ([50]51) Third Street between Hopewell Street and Jay Street;
5 ([51]52) Valley Drive between Bishop's Lodge Road and Vallecita Drive;
6 ([52]53) Via Antigua;
7 ([53]54) Vitalia Street;
8 ([54]55) West Alameda Street west of the landfill road to the city limits except
9 those vehicles making pickups or deliveries to addresses on adjacent dead end streets; and
10 ([55]56) Zia Road.

11 B. Trucks, truck trailers and other large vehicles with a gross vehicle weight of
12 five (5) tons are not prohibited provided the following are met:

13 (1) The vehicle is making pick-up and deliveries or providing services to
14 addresses on the specific streets or to addresses on adjacent streets served only by that
15 specific street(s); or

16 (2) The vehicle is traveling to or from such addresses for the purposes of
17 locating permanently or temporarily at such addresses provided they are in
18 compliance with any other applicable city code.

19 C. Authorized emergency vehicles; any government or utility maintenance,
20 service and transportation vehicles; and school buses, with a gross vehicle weight of five (5)
21 tons or more, are permitted to travel on the streets specified above.

22 APPROVED AS TO FORM:

23
24 
25 ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Truck Ban - Sabino Street

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Truck Ban – Sabino Street

Sponsor(s): Councilors Villarreal and Lindell

Reviewing Department(s): Public Works

Staff Completing FIR: John Romero Date: 7/29/20 Phone: 955-6638

Reviewed by City Attorney:  Date: Aug 13, 2020

Reviewed by Finance Director:  Date: Aug 13, 2020

Summary:

The Bill would restrict heavy traffic, vehicles with a gross vehicle weight in excess of five tons, from using the two blocks of Sabino Street that run through a residential neighborhood running west to east between St. Francis Drive and the DeVargas Mall.

Departments Affected:

Public Works Department

Consequences of Not Enacting Legislation:

Large vehicles would continue to use this portion of Sabino Street to access delivery destination at DeVargas Mall and the surrounding commercial areas. Residents of the neighborhood feel that the truck traffic is unsafe for the neighborhood and the children that live in the area.

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

None identified.

Performance and Administrative Implications:

The Public Works Department will have to install signs that restrict large vehicle use on Sabino Street.

Fiscal Implications:

There will be a minor cost for the signs and installation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 20/21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ 100	\$	\$	N	NR		
Capital Outlay	\$ 100	\$	\$	N	NR		
Contractual/	\$	\$	\$				
Professional Services							
Operating	\$	\$	\$				\$
Total:	\$ 200	\$	\$				\$ 200

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Total cost will be \$200 to purchase and install the signs.

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:

Truck Ban - Sabino Street

Final Audit Report

2020-08-13

Created:	2020-08-13
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAadD_mT92y5rFzX9h0wjo5oVszfcD_vZf

"Truck Ban - Sabino Street" History

-  Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-13 - 2:12:35 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature
2020-08-13 - 2:13:48 PM GMT
-  Restricted visibility Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)
2020-08-13 - 3:20:55 PM GMT- IP address: 174.62.11.171
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)
Signature Date: 2020-08-13 - 3:21:39 PM GMT - Time Source: server- IP address: 174.62.11.171
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-13 - 3:21:41 PM GMT
-  Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-13 - 3:22:01 PM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-13 - 3:32:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Jesse Guillen (jbguillen@ci.santa-fe.nm.us), jjromero1@santafenm.gov, Mary McCoy (mtmccoy@santafenm.gov), llucero@santafenm.gov, and 1 more
2020-08-13 - 3:32:17 PM GMT



City of Santa Fe New Mexico

Memorandum



Date: July 30, 2020

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

From: Elias Isaacson, AICP ^{ESI}
Planning and Land Use Director

RE: Commissary Kitchens Bill

ITEM AND ISSUE:

The proposed Bill adds a definition for “Commissary Kitchen” to the Santa Fe City Code (SFCC) Section 14-12.1 and amends the Permitted Use Table in SFCC Section 14-6.1 (Table 14-6.1-1) to include commissary kitchens as a permitted use, while also requiring a special use permit in a C-1 zoning district if the commissary kitchen would be located within 200’ of a residentially zoned property.

BACKGROUND AND SUMMARY:

This Bill is a result of a community request to allow commissary kitchens in C-1 districts.

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill
Fiscal Impact Report

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

AN ORDINANCE

AMENDING THE TABLE OF PERMITTED USES IN SECTION 14-6.1(C) SFCC 1987 TO INCLUDE COMMISSARY KITCHENS AS A PERMITTED USE REQUIRING A SPECIAL USE PERMIT IN C-1 ZONING DISTRICTS; AND AMENDING SECTION 14-12.1 TO ADD THE DEFINITION OF COMMISSARY KITCHENS.

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

Section 1. Table 14-6.1-1 of the Land Development Code (being Ord. No. 2012-37, § 2, as amended) is amended to add the following permitted uses:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R7 -1	RC-5,RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	1-1	1-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs
COMMERCIAL																						
Food and Beverages																						
Bar, cocktail lounge, nightclub, no outdoor entertainment								S 3,10	S ³		P*			P	P	P		P*	P*	P*	P ²	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S 3,10	S ³		P*			P*	P*	P*		P*	P*	P*	P* ²	
Restaurant – full service, with or without incidental alcohol service								S 3,10	S ³		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area								S 3,10	S ³		P*			P*	P	P		P*	P*	P*	P* ²	
Restaurant – Fast service/take- out, no drive-through/drive-up								S 3,10		P ⁴	P	P ⁴		P	P	P	S	P	P	P	P	
Restaurant – with drive- through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* ²	
<u>Commissary kitchen</u>											P*											

1 **Section 2. Section 14-12.1 of SFCC 1987 (being Ord. No. 2011-37, § 15 as**
2 **amended) is amended to add the following definitions:**

3 **14-12.1 DEFINITIONS**

4 **COMMISSARY KITCHEN**

5 A food preparation facility leased by or licensed to food service providers or food product
6 manufacturers for commercial production of meals and food products; loading and unloading of
7 supplies, ingredients, food, and products produced at the facility; and for related services,
8 including, but not limited to, storage of food and ingredients, education and training, the
9 promotion of food service providers, food manufacturers, and food and products produced by
10 them; leasing of food preparation equipment for use off-site; consumption of food and beverages
11 at the facility not open to the general public; and sale and promotion of food products produced at
12 the facility.

13 APPROVED AS TO FORM:

14 
15 _____

16 ERIN K. McSHERRY CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Commissary Kitchens

Sponsor(s): Councilors Lindell and Villarreal

Reviewing Department(s): Land Use

Staff Completing FIR: Elias Isaacson Date: 7/2/20 Phone: 955-6730

Reviewed by City Attorney: *Eric McCreary* Date: Aug 3, 2020

Reviewed by Finance Director: *Mary McCoy* Date: Aug 4, 2020

Summary:

The purpose of the text amendment (bill) is to add a definition for "COMMISSARY KITCHEN" to Section 14-12.1 and to update the Permitted Use Table to allow COMMISSARY KITCHENS in C-1 zoning districts. The asterisks next to the "P" in the permitted uses table indicates that Commissary Kitchens within 200 feet of a residential zone will require a Special Use Permit.

Departments Affected:

Land Use Department

Consequences of Not Enacting Legislation:

Commissary Kitchens would not be allowed in C-1 zoning districts.

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

None identified.

Performance and Administrative Implications:

The most positive impact is allowing these commercial business to operate in the C-1 zone. There is little negative impact to the surrounding neighborhoods. A Special Use Permit will be required for Commissary Kitchens within 200 feet of a residential district.

Fiscal Implications:

There are no direct fiscal impacts to this legislation.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE	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:

Commissary Kitchens (For Signature)

Final Audit Report

2020-08-05

Created:	2020-08-03
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc-rR1tfDuSFNmd_iC9-N7VQ7emjHfOIK

"Commissary Kitchens (For Signature)" History

-  Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-08-03 - 10:33:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsberry@santafenm.gov) for signature
2020-08-03 - 10:34:42 PM GMT
-  Restricted visibility Email viewed by Erin McSherry (ekmcsberry@santafenm.gov)
2020-08-03 - 10:40:58 PM GMT- IP address: 23.103.200.254
-  Restricted visibility Document e-signed by Erin McSherry (ekmcsberry@santafenm.gov)
Signature Date: 2020-08-03 - 10:41:49 PM GMT - Time Source: server- IP address: 174.62.11.171
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-03 - 10:41:50 PM GMT
-  Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-04 - 10:45:40 PM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-05 - 0:19:39 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to sapaez@santafenm.gov, Erin McSherry (ekmcsberry@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), esisaacson@santafenm.gov, and 1 more
2020-08-05 - 0:19:39 AM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 08/24/2020

ISSUE NO. 8J

Consideration of Bill No. 2020-__ : An Ordinance Amending the Table of Permitted Uses in Section 1-6.1(C) SFCC 1987 to Include Commissary Kitchens as a Permitted Use Requiring a Special Use Permit in C-1 Zoning Districts; and Amending Section 14-12.1 to Add the Definition of Commissary Kitchens. (Councilors Lindell and Villarreal) (Eli Isaacson, Land Use Department Director, esisaacson@santafenm.gov, 955-6730)

COMMITTEE REVIEW

Planning Commission:	8/20/2020
Governing Body (Request to Publish):	8/26/2020
Quality of Life Committee:	9/02/2020
Governing Body (Public Hearing):	9/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled off Consent Agenda by Councilor Vigil Coppler. Bill Approved Unanimously to forward to 08/26/2020 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

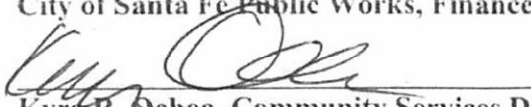
VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: July 1, 2020

To: City of Santa Fe Public Works, Finance Committee & Council

Via: 
Kyra R. Ochoa, Community Services Dept. Director

From: Gino Rinaldi, Senior Services Division Director
Yvette Sweeney, DSS Nutrition Program Manager

RE: North Central New Mexico Economic Development District – Non Metro
Area Agency on Aging – Title III Federal & State Sub-Award, Contract NO.
2020-21-60026 (MUNIS Contract#3202012)

Item an Issue:

Attached for your review and approval is MUNIS Project #'s SSD2124103,SSD2124104, SSD2124105,SSD2124106, SSD2124107, SSD2124108, North Central New Mexico Economic Development District, Non Metro Area Agency on Aging (AAA) Title III Federal & State Sub-Award Contact # 2020-21-60026 in the amount of \$801,843.02.

Background and Summary:

The Area Agency on Aging Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older Americans Act (OAA), as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Title III Federal & State Sub-Award.

The Contract funds will be utilized to provide services to our eligible senior clientele who receive assistance in the areas of: Transportation, Nutrition (Congregate and Home-Delivered meals), In-Home Support Services (Respite, Homemaker, Non-Medical Personal Care, etc.), etc. during Fiscal Year 2020/21.

Recommended Action:

For your review and approval.

c: Sandra Duran, Financial Analyst
Lugi Gonzales, DSS Project Manager



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: North Central New Mexico Economic Development District Non Metro AAA

Procurement Title: Title III Federal and State Sub-Award

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Community/Senior Services Staff Name Anya Alarid

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:

Anya Alarid Project Administrator 07/14/20
 Department Rep Printed Name (attesting that all information included) Title Date


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

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

Program	Fund	Org	Expense String	Revenue String	Revenue Account	Revenue Amount	MUN
Senior Companion Program (SCP)	241	2410116					
Senior Employment Program (SEP)	241	2410111	SSD2124102-SAL & BENE-	SSD2124103-STATE-NMAA-PASS THRU	490710 \$	46,340.00	S210:
Foster Grandparent Program (FGP)	241	2410116					
Retired Senior Volunteer Program (RSVP)	241	2410116					
Senior Nutrition Program - Home Delivery	241	2410114	SSD2124104-OPERATION	SSD2124104-FEDERAL-TITLE C2-PASS THRU	490715 \$	30,260.00	F210:
			SSD2124104-SAL & BENE	SSD2124104-STATE-NMGAA HB2-PASS THRU	490710 \$	135,000.00	S210:
Senior Nutrition Program - Congregate	241	2410114	SSD2124103-OPERATION	SSD2124103-FEDERAL-TITLE C1-PASS THRU	490715 \$	93,099.00	F210:
			SSD2124103-SAL & BENE	SSD2124103-STATE-NMGAA HB2-PASS THRU	490710 \$	107,929.26	S210:
In Home Support - Elder Respite	241	2410113	SSD2124106-OPERATION	SSD2124106-FEDERAL-TITLE III E-PASS THRU	490715 \$	77,759.76	F210:
			SSD2124106-SAL & BENE	SSD2124106-STATE-NMGAA HB2-PASS THRU	490710 \$	83,600.00	S210:
In-Home Support - Homemaker	241	2410113	SSD2124105-OPERATION	SSD2124105-FEDERAL-TITLE IIIB-PASS THRU	490715 \$	18,000.00	F210:
			SSD2124105-SAL & BENE	SSD2124105-STATE-NMGAA HB2-PASS THRU	490710 \$	90,026.00	S210:
In-Home Support - GRGC Respite	241	2410113	SSD2124107-PROF SVC	SSD2124107-STATE-NMGAA HB2-PASS THRU	490710 \$	10,000.00	S210:
Senior Assisted Transportation	241	2410115	SSD2124108-ADMIN -Staff	SSD2124105-FEDERAL-TITLE IIIB-PASS THRU	490715 \$	56,169.00	F210:
			SSD2124108-CITY -Staff	SSD2124105-STATE-NMGAA HB2-PASS THRU	490710 \$	100,000.00	S210:
			SSD2124108-OPERATION				
NSIP NUTRITION SERVICE INCENTIV	241	2410114	SSD2124101-FOOD	SSD2124101-FEDERAL-TITLE C1-PASS THRU	490715 \$	37,040.71	F202:
				SSD2124101-FEDERAL-TITLE C2-PASS THRU	490715 \$	74,085.29	

1000111	Snr Adm	Seniors Admin				
2410111	SnrCnrPrgs	Senior Center Programs				
2410113	SnrHSPrgs	Senior In-Home Support Prgms				
2410114	SnrNtrPrgs	Senior Nutrition Programs				
2410115	SnrTrnPrgs	Senior Transportation Programs				
2410116	SnrVolPrgs	Senior Volunteer Programs				



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202012

Contractor: North Central New Mexico Economic Development District Non Metro AAA

Description: **To provide services to eligible clientele who receive Transportation, Nutrition, and In-Home Support services during FY 2021.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/20 Term End Date: 06/30/2021

Approved by Council Date: _____

Contract / Lease: 60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: _____

Open Delivery of State Aug 19, 2020
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: _____

4. Funding Source: State&Federal Funds-Org:2410113,2410114, Org / Object: 2410115/490710,490715

Alexis Lotero
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

City of Santa Fe, hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2020 in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor Subrecipient Contractor agrees to provide service(s) to eligible clients as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses and certifications, as applicable.

B. Targeting:

Target populations include persons age 60 or older and their spouses of any age, younger disabled persons who reside with persons age 60 or older, caregivers of any age who care for persons age 60 or older, caregivers age 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons age 50 through 59 for services provided with only state funding. Target populations for each service may vary according to the service provided.

C. Payment for Services.

For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$801,843.02. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 74,169.00 from Title III-B of the OAA;
2. \$ 93,099.00 from Title III-C1 of the OAA;
3. \$ 30,260.00 from Title III-C2 of the OAA;
4. \$ -0- from Title III-D of the OAA;
5. \$ 77,759.76 from Title III-E of the OAA; and
6. \$ 526,555.26 from the NMGAA-Statc/HB-2

Service	Units of Service	Persons Served
Congregate Meals	58,781	2,391
Home Delivered Meals	100,500	1,380
Transportation	28,819	663
Assisted Transportation		
Case Management500		
Adult Day Care		
Chore Services		
Homemaker/Housekeeping	7,178	110
Physical Fitness/ Exercise/Health Screening		
EB-Health Education Training		
NFCSP – Family Caregivers: Elderly		
CG – Respite Care In-Home	8,831	56
CG – Respite Elder Respite - Adult Day Care		
CG – Respite Elder Care - Vouchers		
CG - Elder Respite Care -Counseling		
CG - Respite - Information Services		
CG - Respite - Supplemental Services		
NFCSP – Family Caregivers: Grandchildren		
GRGC Respite Vouchers	50	50
GRGC Respite In-Home		
GP Counseling		

,692
125

Attachment: FY21 Units of Service -Crosswalk - Definitions

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
 3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
 5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient

- Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
 7. Maintain communication and correspondence concerning clients' status with the Agency.
 8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
 9. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
 10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
 12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Through of the Senior Citizens Service Sub-Award, the Agency agrees to abide by the Major Disaster Declaration (MDD) provisions in accordance to guidance set forth by the Administration for Community Living (ACL) and the Aging and Long-Term Services Department.

1. (MDD) (<https://www.fema.gov/disaster/4529>) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds for **any disaster relief activities** for older individuals or family caregivers served under the OAA.

3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2020-2021 contracts. For the program period starting July 1, 2020 **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRA's are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review client intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars as described in the MDD provisions
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. **ASSURANCES.**

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

- B. *Section 504 of the Rehabilitation Act of 1973 –***
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –***
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace***
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment***
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit***
The Subrecipient Contractor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2019 through June 30, 2020. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:
1. The Subrecipient Contractor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
 2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which

facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,

3. Governmental-type Subrecipient Contractors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental Subrecipient Contractors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2020 and terminate on June 30, 2021, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor 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, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by

the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient

Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. 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.

26. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

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

AGENCY:
NCNMEDD
Attn: Marcia A. Medina
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2020.

Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

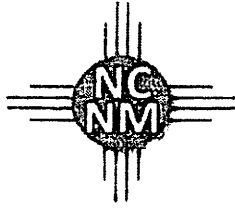
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

06/29/2020
Date



North Central New Mexico
Economic Development District
Non Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



MEMORANDUM 2021-01

Date: June 29, 2020 Constant Contact Correspondence
To: Non-Metro Area Agency on Aging Subrecipient Contractors
From: Marcia A. Medina, Community Services Director
Monica Abeita, NCNMEDD Executive Director
Re: FY 2020-2021 Title III Federal and State Sub-Award Contract
FY 2020-2021 Nutrition Services Incentive Program Sub-Award Contract
FY 2020-2021 Senior Employment Program Sub-Award Contract

Non-Metro Area Agency on Aging in accordance with the Older American Act of 1965 (OAA) as amended and, as provided by the New Mexico Aging and Long-Term Services Department, has attached the Subrecipient Contractors Sub-Awards for the program period July 1, 2020 through June 30, 2021.

The FY21 Title III Federal and State HB 2 (Title III Sub-Award), Federal Nutrition Services Incentive Program (NSIP) and Senior Employment Program (SEP) awards are provided to each subrecipient contractor eligible for the sub-award. In addition to the contract(s) you will find the *Units of Service Crossword Definitions* document which reflect the COVID definition updates.

By August 1, 2020 Non-Metro AAA will release 1/12 of the annual Title III contract budget awarded to each sub-recipient contractor. With the July disbursement, a monthly expense reporting workbook will be provided to each Title III subrecipient contractor for continued use in FY20-21.

Upon review of each Subrecipient Contract as applicable, the individual signing this Agreement warrants that he or she has the power and authority to bind the Subrecipient Contractor into a binding contract with NCNMEDD Non-Metro Area Agency on Aging. This agreement is retroactive to July 1, 2020.

Once each respective contract(s) are signed, please send the scanned signed pages to the attention of Deidre Sandoval dsandoval@ncnmedd.com and copy me marciam@ncnmedd.com electronically.

If you have any questions, please call 505-356-9402 or 505-356-9379.

Non-Metro Area Agency on Aging
 Summary of Budgeted Revenues (SBR)
 Fiscal Year: 07/01/2020-06/30/2021
 Date: 7/1/2020

Contractor: City of Santa Fe

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt.	Adult Day Care	Other	Homemaker	Physical Fitness/ Exercise/Health Screening	EP-Health Education Training	Elder Respite - In Home	Elder Respite - Adult Day Care	Elder Respite Care - Vouchers	CRCC Respite Vouchers	CRCC Respite in Home	GP Counseling	Elder Respite Care - Counseling	Respite - Information Services	Respite - Supplemental Services	TOTAL
Federal Title IIB	\$ 97,650.00							\$ 10,000.00												\$ 74,169.00
Federal Title IIIC1																				\$ 93,095.00
Federal Title IIIC2		\$ 30,240.00																		\$ 30,240.00
Federal Title IID																				\$ -
Federal Title IIE																				\$ -
NSIP	\$ 37,040.71	\$ 74,081.29									\$ 77,759.76									\$ 77,759.76
State	\$ 107,592.26	\$ 135,200.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 90,028.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,126.00
Local Cash (C/Kearney/Frown)	\$ 231,745.50	\$ 340,339.50	\$ 517,323.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,562.30
Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 886,436.00
Other Grants/Foundations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Funded Senior Emerg. Prog.	\$ 22,770.00	\$ 22,770.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In-Kind	\$ 259,203.00	\$ 697,462.00	\$ 182,454.00	\$ -	\$ -	\$ -	\$ -	\$ 3,370.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,940.00
Program Income:																				\$ 1,153,255.00
Transportation:			\$ 81,348.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,348.00
Housekeeping:																				\$ -
Adult Day Care:																				\$ -
Congregate Meals Donations:	\$ 12,750.00																			\$ 12,750.00
Home Delivered Donations:		\$ 92,116.00																		\$ 92,116.00
Other (Specify):		\$ 14,769.00	\$ 44,116.00	\$ 8,348.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,339.00
Total Program Revenues	\$ 764,337.47	\$ 1,322,227.78	\$ 644,000.00	\$ -	\$ -	\$ -	\$ -	\$ 139,394.00	\$ -	\$ -	\$ 161,159.76	\$ -	\$ -	\$ 52,574.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,044,172.22
TOTAL:	\$ 58,761	\$ 28,919	\$ 7,178	\$ -	\$ -	\$ -	\$ -	\$ 19,271.97	\$ -	\$ -	\$ 18,271.97	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,044,172.22
Projected Units	\$ 13,065.4	\$ 13,156.45	\$ 22,349.4	\$ -	\$ -	\$ -	\$ -	\$ 15,049.90	\$ -	\$ -	\$ 18,271.97	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,940.00
Total Cost of Services (Cost)	\$ 6,589.90	\$ 6,612.64	\$ 15,712.00	\$ -	\$ -	\$ -	\$ -	\$ 15,049.90	\$ -	\$ -	\$ 18,271.97	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,153,255.00
Total Cost of Service w/o In-Kind	\$ 7,573.38	\$ 5,649.91	\$ 15,712.00	\$ -	\$ -	\$ -	\$ -	\$ 15,049.90	\$ -	\$ -	\$ 18,271.97	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,153,255.00
Total Cost w/o In-Kind/NSIP Funding %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.11%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal IIB	12.17%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal Title IIC1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal Title IIC2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal Title IID	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Federal Title IIE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NSIP	4.45%	5.67%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
State	14.17%	15.52%	0.00%	0.00%	0.00%	0.00%	0.00%	6.43%	0.00%	0.00%	5.18%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Local Cash (C/Kearney/Frown)	31.11%	47.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Foundations	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other Grants/Foundations	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
State Funded Senior Emerg. Prog.	2.41%	1.72%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
State Funded Senior Emerg. Prog	20.00%	47.72%	0.00%	0.00%	0.00%	0.00%	0.00%	27.52%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total of all %	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
OA Title III Contract Cost (Funding)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,507.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal IIB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Title IIC1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Title IIC2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Title IID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Title IIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State	\$ 1,801.2	\$ 1,343.28	\$ 3,469.3	\$ -	\$ -	\$ -	\$ -	\$ 2,507.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Federal & State	\$ 3,418.5	\$ 1,944.53	\$ 4,419.63	\$ -	\$ -	\$ -	\$ -	\$ 5,015.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Over Cap Rate

Over Cap Rate

Over Cap Rate

Under Cap Rate

Under Cap Rate






NCNMEDD TITILE III Federal and State Sub-Award 2020-21

Final Audit Report

2020-06-30

Created:	2020-06-30
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjpMPZQkNFairYS9LtkDt1XQsGIVIJ0L

"NCNMEDD TITILE III Federal and State Sub-Award 2020-21" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-30 - 6:23:54 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-30 - 6:24:20 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-30 - 7:07:48 PM GMT- IP address: 67.0.255.27
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-30 - 7:09:30 PM GMT - Time Source: server- IP address: 67.0.255.27
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-06-30 - 7:09:30 PM GMT



POWERED BY
Adobe Sign