City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
SEPTEMBER 29, 20205:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Public Works and Utilities 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 https://santafe.primegov.com/public/portal.
Written Comments: The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 4:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/95078438481?pwd=T0dpZ1VHWUgzTU45ZDh0SElldVJaQT09 Passcode: 601768

Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE SEPTEMBER 29, 20205:00 PM ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 (669) 900-6833 - Webinar ID: 950 7843 8481 - Passcode: 601768

Phone attendees should press *9 to use the “Raise Hand” function to be recognized by the Chairman to speak at the appropriate time.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Minutes from September 08, 2020 Public Works & Utilities Committee Meeting

6 **PUBLIC COMMENT**

   a To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Emily Pisula, Fiscal Administrator, Public Works, ekpisula@santafenm.gov, 955-6979 or Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 4:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **PRESENTATION/INFORMATIONAL ITEMS**

   a. Update on the Long Range Water Resources Planning with Santa Fe County. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) Presentation 10 minutes.

b. City of Santa Fe Water Annual Report for Calendar Year 2019. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) Presentation 10 minutes.

8. **ACTION ITEMS: CONSENT**

a. Library Innovative Interfaces Inc. Addendum #7 in the Total Amount of $67,783.80 1 year Maintenance Agreement ILS Support – Sole Source – Term 07/01/20-06/30/21 (Maria E. Tucker, Library Director 955-6788 metucker@santafenm.gov)

COMMITTEE REVIEW:
Finance Committee (scheduled) 10/05/2020
Governing Body (scheduled) 10/14/2020

b. Consideration of Resolution No. 2020-__: A Resolution Adopting the 2022-2026 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department. (Councilor Abeyta) (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

COMMITTEE REVIEW:
Finance Committee: 9/21/2020
Public Works and Utilities Committee: 9/29/20
Governing Body: 9/30/2020

c. Request for the Approval of the Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total Estimated Budgeted for Four. (4) Years is $2,000,000 (Santa Fe County); (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:
Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

d. Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $539.662.35 for the Vehicles, Equipment and Labor Costs

Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

COMMITTEE REVIEW:
Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

e. Request for approval to join the San Juan Chama Contractors Association for an annual amount of $2,615(Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

COMMITTEE REVIEW:
Quality of Life (Scheduled) 10/07/2020
Governing Body (Scheduled) 10/14/2020

f. Request for approval to join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309)

Committee Review
Quality of Life Committee (Scheduled) 10/07/2020
Governing Body (Scheduled) 10/14/2020

g. Request for approval of a Budget Adjustment Resolution (BAR) to the Public Utilities Wastewater Division to cover the negative balance in Professional Contracts 5000361.510300 in the amount of $70,000.00 (Mike Dozier, Wastewater Division Director, mldozier@santafenm.gov, 955-4642)

COMMITTEE REVIEW:
Finance Committee (Scheduled) 10/05/2020
Governing Body (Scheduled) 10/14/2020

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Tuesday, October 13, 2020**

13. **ADJOURN**

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

Public Works and Utilities Committee Meeting
Attended Virtually
Tuesday, September 08, 2020
5:00 P.M.

1. **Call to Order**

The meeting of the Public Works and Utilities Committee Meeting was called to order by Councilor Christopher Rivera, Chair at 5:01 p.m. on Tuesday, September 08, 2020 and was attended virtually.

2. **Roll Call: Action: Quorum**

Members Present
Councilor Christopher Rivera, Chair
Councilor Roman Abeyta
Councilor JoAnn Vigil Coppler
Councilor Michael Garcia
Councilor Signe Lindell

Others Present
John Romero, Traffic Engineering Division Director
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Emily Pisula, Public Works Fiscal Administrator
Jamie-Rae Diaz, Public Utilities Administrative Manager
Joe Abeyta, Project Manager Multi Media Department
Jesse Roach, Water Division Director
Bradley Fluetsch, Financial Planning & Investment Officer
Randy Randall, Tourism Santa Fe Director
Linda McAllister, Public Comment

3. **Approval of Agenda: Action: Approved**

No changes from staff and no changes from the Committee.

MOTION: A motion was made by Councilor JoAnn Vigil Coppler, second by Councilor Signe Lindell to approve the agenda as presented.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

4. **Approval of Consent Agenda: Action: Approved**

Councilor JoAnn Vigil Coppler pulled Items B, C, D for discussion.

MOTION: A motion was made by Councilor JoAnn Vigil Coppler second by Councilor Signe Lindell to approve the consent agenda as amended.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

5. **Approval of Minutes: Action: Approved**

No changes from the committee or staff.

MOTION: A motion was made by Councilor Signe Lindell, second by Councilor JoAnn Vigil Coppler to approve the consent agenda as amended.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

6. **Public Comment: Action: Information/Discussion**

Emily Pisula – Introduced Linda McAllister. Ms. McAllister commented on the condition and maintenance of her road at Acequia Borrada, Phase 4.

Jamie-Rae Diaz – None

7. **Presentation/Informational Items: Action: Information/Discussion**

a. Placement of City of Santa Fe Water Meters on Domestic Wells within City Limits and Payment by City of Santa Fe Water for Automatic Reading Service Associated with Those Meters. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) Presentation 10 minutes.

Director Roach: Wanted to make sure the Committee understands that we are providing our meters for use on domestic wells within the City limits and we are paying the fees associated with the meters in exchange for information for local ground pumping at these wells.

Councilor Vigil Coppler: How are you going to treat these wells in the "no man's annexation land" near Paseo Nopal and South Meadows where people are unsure if they are in the City or the County? This was just an alert not to forget about this area as well as the area up Bishops Lodge Road because a portion of these wells are within the City limits.

The State Engineering Office makes you get a water well meter and then you are going to put your City meter, then would a well potentially have 2 meters?

Director Roach: we would provide a City meter so they would not need to get another meter. The City meter would cover the requirements imposed by the State Engineering Office. This is for only new wells or replacement wells, if there is a well meter from the State Engineering Office we would leave that in place and then add this technology when these wells are replaced.

Councilor Vigil Coppler: What is the cost for these wells?

Director Jones: roughly $200 for the well and register.

Councilor Lindell: what is the penalty for over usage?

Director Roach: is unsure of this answer and this is something that would be imposed by the State Engineering Office.

Councilor Lindell: what is the penalty for dismantling one of these meters?

Director Roach: will have to do some research into this.

Councilor Lindell: how many wells are within the City? 4,000?

Director Roach: 4,000 with in the Santa Fe Watershed. 2,000 with in the greater City limits, and 1,200 within the La Cienaga area.

Councilor Lindell: Doesn't the State Engineering Office require that all wells have meters? Because there aren't certain limits and how many of these wells do not have meters?

Director Roach: he is unsure of how many of these wells do not have meters and that reporting to the State Engineering Office is not enforced so yes there are some wells that do not have meters.

Councilor Lindell: How many new wells were drilled and how many replacement wells were done within the City limits last year?

Director Roach: would guess less than 10 because we have just implemented this program and we have only installed about 4 or 5 meters.

Chairman Rivera: what are the benefits of starting this program? It is not expensive but what do we hope to gain?

Director Roach: we start to get a sense of what is drawn at these wells. We should maybe consider this as a pilot project and see what information we receive and in the future we can look into possible expansion

Councilor Vigil Coppler: will you be just collecting data or will you be testing the water?

Director Roach: for this particular project we will just be collecting data, but we do have the right to go in and test the water at the wells.

Chairman Rivera: are you already doing this? And just letting us know of the issues that are having with the anti-donation?

Director Roach: yes we have already been doing this for the past year.

Chairman Rivera: Keep us up-to-date on how this is going, may be a follow up presentation in 6 months or a year or whatever Director Roach feels appropriate.

b. Presentation on BDD Shared Pool Agreement. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) Presentation 10 minutes.

Chairman Rivera: this agreement will have to go to the committees and Governing Body correct?

Director Roach: Yes, the County is taking this to the Board of County Commissioners at the end of this month and his intent is to take this around the same time but to hold off on the Governing Body until approved at BCC.

8. Consent Agenda

a. Request for Approval of Amendment 1 to the Immix Technology Agreement Item # 20-0306 Contract #3201928 for the Kronos Workforce Telestaff Cloud Hosting Services for a 3 year Contract Procured Through Immix Technology on GSA GS-35F-0265X in the Amount of $111,204.38 Budgeted in ITT Applications Software Subscriptions 6203600.530710 (Manuel Gonzales, ITT Project Manager, mmgonzales@santafenm.gov 955-5531)

Approved on Consent

b. Request for Approval of the Capital Reallocation Budget Amendment Resolution; (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638), Bradley Fluetsch, Financial Planning & Investments, bjfluetsch@santafenm.gov, 955-6885)

Councilor Vigil Coppler: where is this money being reallocated to?

Director Romero: This money is being reallocated to the listing of projects and the most recent listing is what Regina had sent out in the morning. The money is coming from project readjustments that we brought to committees a few months ago with the bulk of the money coming from postponing Fire Station #2 project.

MOTION: A motion was made by Councilor Signe Lindell second by Councilor JoAnn Vigil Coppler to approve this request.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

c. Approval of Maintenance Agreement for Roadway Lighting at NM599- US 84/285 Interchange with the New Mexico Department of Transportation (NMDOT), (John Romero, Traffic Division Director, jjromero1@santafenm.gov 955-6638).

Councilor Vigil Coppler: This is the project on the northside of 599?

Director Romero: yes, this is the north end of 599 where it merges into St. Francis

Councilor Vigil Coppler: will they be installing street lights?

Director Romero: what they are looking to do is relocating street lights.

Councilor Vigil Coppler: can we be successful in maintaining theses street lights?

Director Romero: These street lights in particular are owned by the DOT and are metered and since they are metered the City must maintain them.

MOTION: A motion was made by Councilor JoAnn Vigil Coppler second by Councilor Roman Abeyta to approve this request.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

d. Consideration of Bill No. 2020-__: An Ordinance Amending Section 23-6.2 SFCC 1987 to Extend the Time Period for Which Establishments That Have Obtained an Obstruction Permit From the City and a Temporary Change/Expansion of Liquor License Premises From the New Mexico Alcoholic Beverage Control Division May Serve Alcohol on City Sidewalks, Streets, Rights-of-Way, or Other Property That Has Been Specifically Authorized for Temporary Use Due to the COVID-c19 Public Health Emergency and its Effects. (Mayor Webber and Councilor Lindell) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209; John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

Councilor Vigil Coppler: if this is extended it will go into next summer what will happen when we go into Fiestas and or special events– what will happen with the Plaza use? Will these restaurants still be using the streets?

Director Randall: we have not really determined that yet. We would work with Parks to see if there is a way to work with the restaurants or perhaps minimize the usage.

Director Romero: his intent with the obstruction permit was to extend it to December 31 but this ordinance allows us to extend further. Hope that after December 31 we can regroup with the applicants with our programs and special events coordinator to make sure we have tentative dates down for the special events and then put a caveat that they will have to potentially remove their structures.

Councilor Vigil Coppler: in the FIR sees that it says for establishments that are currently taking advantage, does this mean that those that are currently taking advantage can extend or does it apply to the whole City?

Director Randall: the FIR's intent was to show that there will be no additional fees coming in for those that currently have an obstruction permit but any new applicant can be a part of this ordinance but they will incur the obstruction fee.

MOTION: A motion was made by Councilor Signe Lindell second by Councilor JoAnn Vigil Coppler to approve this request.

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

Chairman Christopher Rivera – Yes
Councilor Roman Abeyta – Yes
Councilor JoAnn Vigil Coppler – Yes
Councilor Michael Garcia – Yes
Councilor Signe Lindell – Yes

9. **Matters from Staff: Action: Information/Discussion**

Director Romero stated that as of today he is no longer the Acting Public Works Department Director and that Regina is back as the Public Works Director.

10. Matters from the Committee: Action: Information/Discussion

Councilor Vigil Coppler thanked John. She also voiced her concern regarding sidewalks around the City and all of the complaints that she has been receiving, especially the missing sidewalk in front of the Lexus dealership on Cerrillos.

11. Matters from the Chair: Action: Information/Discussion

None

12. Next Meeting: Tuesday September 29, 2020

13. Adjourn

There being no further business before the Committee the meeting adjourned at 6:19 p.m.

_____
Councilor Christopher Rivera, Chair

Emily Pisula 9/14/2020
_____
Emily Pisula, Fiscal Administrator Public Works

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

MEMO

Date: **September 15, 2020**

To: **Public Works and Public Utilities Committee**

Via: Shannon Jones, Public Utilities Department Director

From: Jesse Roach, Director, City of Santa Fe Water JR

ITEM

Long Range Water Resources Planning with Santa Fe County

BACKGROUND

In 2019, the City of Santa Fe passed resolution 2019-56 calling for development of 40 and 80 year Water Resource Management plans for the City. City of Santa Fe Water (City) and Santa Fe County Utilities (County) share ownership of the critically important Buckman Direct Diversion Water Treatment Plant (BDDWTP), and work together to manage water deliveries from this and other sources to customers in and around the City of Santa Fe through a connected transmission and distribution network. The City provides assurance of backup supply to the County, and the two entities have a history of working together to manage water deliveries to their customers, and for collaborating on water resources planning.

In recognition of our shared water future, the City has agreed to include the County in a proposed 5 year planning process designed as a result of resolution 2019-56, which seeks to develop, among other things:

1. Water Resources Planning Approach
2. Scenario Development
    a. Supply Scenarios
    b. Demand Scenarios
3. Preferred Projects and Initiatives
4. Long Range Water Resource Plans

Public input will be gathered at each stage in the process. The goal for 2020 is the finalization of a planning approach, and solicitation of public feedback on aspects of the proposed planning process and the importance of different aspects of water management to local residents. Two Zoom Webinars (October 19 and 20), and three small breakout sessions (October 25, 26, 29), also on Zoom have been scheduled, and an online survey has been developed. Attached to this memo are two inserts that started going out in City of Santa Fe Utility Bills in mid-September soliciting feedback and summarizing the October virtual meetings.

To date the County has supported this effort with staff time and has offered financial support and committed to continued staff support. This effort is one of three currently being explored at a staff level between the City and the County. The other two efforts relate to sharing water resources at BDDWTP and County involvement in the return flow pipeline project.

REQUEST

None. Informational Item.

City of Santa Fe Water
Santa Fe County Utilities Division

Five-Year Water Resource Planning Cycle
Year One 2020

Seeking public input to inform the development of Water Resources Plans

Dear City of Santa Fe Water user,

We would like to know what you think about water and Santa Fe's water future. This letter includes an overview of a long range water planning effort that the City and County are kicking off, and a separate stamped postcard survey that we hope you will fill out and drop in the mail. If you are willing to take a longer online survey, please go to www.santafenm.gov/water_division or scan this code:

2020 Santa Fe Water Resources Planning Survey →

Thank you!

WATER RESOURCES PLANNING OVERVIEW:

City of Santa Fe Water (City) and the Santa Fe County Utilities Division (County) are initiating a science-based, community informed, five year planning cycle to develop long range water resource management plans. The first cycle, which began in 2020 and is scheduled to be complete by the end of 2024, will be evaluated, refined, and repeated every 10 years or as necessary in future years. The product of the planning process will be Long Range Water Resources Plans for the City and County.

Understanding that planning for our water future requires participation and collaboration of both water managers and water users, the City and County are committed to engaging the broad diversity of area water users and stakeholders in this planning process. To that end they have developed a public engagement plan that provides a basic framework for a variety of opportunities for public input. In this first year of the planning cycle, the public will be asked for their input on the overall proposed process structure, and ideas and preferences about public engagement in that process. This engagement will inform the *Five-Year Water Resource Planning Cycle*—a roadmap for the planning process—to be completed by the end of 2020. The public will have the opportunity to work with the City and County through the five-year planning cycle to insure that the final plan responds to their needs and priorities.

THE FIVE YEAR PLANNING CYCLE 2020-2024:
The City and County have drafted an initial, 5-year process for the development of long-range Water Resource Management Plans for both the City and neighboring County communities, and are asking for input on this initial, proposed process in order to improve upon and finalize it. The City and County are committed to continued, regular public engagement throughout the five-year life of the project.

The current draft process includes the following core activities for each of the five years:

- **Year 1:** Define the five year planning process
- **Year 2:** Develop supply and demand scenarios
- **Year 3:** Evaluate shortages
- **Year 4:** Evaluate adaptation strategies
- **Year 5:** Finalize the Long Range Water Resource Plan—or plans— through 2100

Outcomes for Year One 2020:
Desired outcomes of 2020 public engagement include the following:

- Meaningful public engagement for as many stakeholders as possible.
- Outreach for participation in the four Santa Fe City districts and County communities, with focus on Eldorado, Cañoncito, La Cienega, La Cieneguilla, Nambe, Pojoaque, and Tesuque.
- Provide specific, clearly presented input that is useful to the City and County.
- Provide citizens with education on issues related to long-range water resource planning.
- Provide opportunity for long-term public engagement for stakeholders interested in participating in the planning process.

2020 Webinars and Virtual Breakout Sessions:
Overview Webinars (same material both times):

- October 19th (Monday) 10am - 11:30am
- October 20th (Tuesday) 5pm - 6:30pm

  Online: https://santafenm-gov.zoom.us/j/92793199774
  By phone: (669) 900-6833 Webinar ID 927 9319 9774

Breakout Small Group Sessions (same each time, will sub-divide into groups of 6-8):

- October 25th (Sunday) 3:30pm - 5pm
- October 26th (Monday) 10am - 11:30am
- October 29th (Thursday) 5:30pm - 7pm

  Online: https://santafenm-gov.zoom.us/j/8352202097
  By phone: (669) 900-6833 Meeting ID 835 220 2097

Note: Due to the COVID-19 pandemic, all public engagement in 2020 will be accomplished remotely and/or via video conferencing. Facilitators will offer a variety of engagement options, including online meetings, surveys, interviews and other ways of ensuring all voices can participate.

For more information on this process and opportunities for involvement, please contact Anjali Bean: abean@santafecountynm.gov 986-2426, or Jesse Roach jdroach@santafenm.gov 955-4309

City of Santa Fe Water

Attn: Long Range Water Planning

801 W San Mateo Rd

Santa Fe, NM

87505

PLEASE DO NOT INCLUDE WITH BILL. MAIL SEPARATELY

PLEASE DO NOT INCLUDE WITH BILL. MAIL SEPARATELY. THANK YOU!

City of Santa Fe Water and Santa Fe County Utilities Division are initiating a transparent, science-based, community informed, five year planning cycle to develop long-range water resource management plans.

1. What aspect of water planning is of interest to you? Check all that apply.

- ☐ Climate change impacts to water supply
- ☐ Projected growth in the community
- ☐ Sustainability programs and initiatives
- ☐ Natural variability of water supply
- ☐ Adapting to decreased supply &/or increased demand
- ☐ Environmental/ecosystem implications of water planning

2. Please help us understand what is important to you. In the following table, assign a relative rank to each issue (1 for most important to you, 6 for least important to you, use all numbers 1-6), and assign an overall level of importance of each issue to you (Low, Med, High):

Rank (1-6)	Importance (L, M, H)	**Water Management Related Issue**
		Cost of water (bill amount)
		Flow in the upper Santa Fe River (in town)
		Flow in lower Santa Fe River (below sewage treatment plant)
		Groundwater levels in the greater Santa Fe area
		Customer service
		Long term water supply resiliency

3. Is there anything else you would like us to know? _____

_____

4. (Optional) Service Address and or Zip Code: _____

Full survey: https://forms.gle/z2dTLDZGDa4EJVNy7 or via www.santafenm.gov/water_division

City of Santa Fe Water

2019 Annual Report



City of Santa Fe
Alan Webber, Mayor
Jarel Lapan Hill, City Manager

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

Contributing Departments
ITT Department
Land Use
Utility Billing & Customer Service Division
Water Resources & Conservation
Wastewater

Compiled, Written & Edited
Santa Fe Water Staff

Cover Photo
June 20, 2019 – The spillway at McClure reservoir during a rare overflow event. (R. Jorgensen)

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Executive Summary

Each year City of Santa Fe Water (CSFW) submits a report summarizing operational information from the previous year including water supply, water demand, system efficiency, non-potable water deliveries, capital projects, and water quality.

2018 was a very dry year in Santa Fe, but – beginning with a 100+ year storm and flooding event on July 23, 2018 – late 2018 and early 2019 were above average for precipitation. In 2019, a weather station in the upper watershed between the two reservoirs measured 17.41 inches of precipitation, almost 3.5" more than the average. The relatively high precipitation, and a late and cold spring, filled local reservoirs and reduced total water demand in the Santa Fe Water system.

Gallons per Capita per Day (gpcd) is a metric used to quantify water efficiency for water systems – water use per person per day. In 2019 Santa Fe's average gpcd was 87, the lowest gpcd calculated for this system so far. The credit for this is due to Santa Fe's culture of water conservation and the longstanding practice of Santa Feans to use only as much water as they need.

CSFW supplied 8,268 acre-feet (af) of potable water to utility customers in 2019, 5,040 af of which came from the Santa Fe River and was treated at the Canyon Road Water Treatment Plant (CRWTP). The high production of the CRWTP was the first time in many years that the City was able to produce the full water right from the Santa Fe River. With CRWTP production high and demand low, the Buckman Direct Diversion (BDD) delivered only 2,700 af and the City was almost entirely supplied with renewable surface water (93%) in 2019.

The CRWTP treats Santa Fe River water which collects in two reservoirs: Nichols dam from 1943 and McClure dam from 1926. Both dams have been the focus of numerous capital projects in recent years and CSFW has been working closely with the New Mexico Office of the State Engineer (OSE) Dam Safety Bureau on improvements. Unfortunately, the 2019 annual inspection of the dams resulted in a downgrade of both structures from a Satisfactory rating to a Poor rating. CSFW has major renovations to the dams slated for 2021 (Nichols) and 2023 (McClure) and expects to once again receive at least Satisfactory ratings at both dams once this work is complete.

As part of the management of the Santa Fe River, active vegetation management and prescribed burning is conducted annually. In April of 2019, prescribed burning was conducted on 442 acres. In September a prescribed burn was planned for 350 acres but was not conducted as a result of a court decision related to the Spotted Owl habitat.

CSFW also measures and reports on water quality with sampling and reporting schedules that address many potential contaminants. In 2019, CSFW had no exceedances of measured contaminants.

In addition to providing most of the drinking water utilized by CSFW in 2019, the Santa Fe River also met acequia deliveries and living river goals. Both acequia releases and living river releases are managed on an irrigation year which begins in April. In 2019, high flows in the Santa Fe River led to significant released water from Nichols – more than enough to meet the 1,000 af goal for the living river and the demands of the acequias.

Treated effluent water, released from the Paseo Real Water Reclamation Facility (PRWRF), is also used to meet some irrigation demands within the City and thus reduce the overall use of potable water. In

2019, an upset of the clarification process at the PRWRF resulted in treated water that did not meet standards for reuse and potable water had to be used to replace treated effluent during two periods over the summer of 2019.

Updated balances for the Waterbank, a mechanism the City uses to ensure that adequate water is available to meet the needs of new building stock as it is constructed, reflect the increase in construction in recent years.

CSFW's Engineering Section continues to upgrade and improve the water treatment and distribution system through capital projects. In 2019, notable projects included Nichols and McClure Electric and Security Improvements, the replacement of the 24" line delivering water from Nichols Reservoir to CRWTP, and the development of an Asset Management Plan.

CSFW is prioritizing public input and planning processes designed to facilitate the collection of insightful, representative, and diverse input. In 2019 two planning processes were completed: an informational meeting was held focused on the Rio Grande pipeline project, and the Water Conservation Office (WCO) completed an update to its 5-Year Conservation Plan based on input collected through a series of staff-led community input sessions.



1 - Santa Fe Watershed Association Volunteers posing with the trash they removed from the river. (A. Otto)

Acronyms

af - Acre-Feet = a unit of measurement for large quantities of water based on irrigation standards. An acre-foot is enough water to cover an acre of land in one foot of water, 325,851 gallons. In Santa Fe, that's enough to support roughly five average homes for a year.

afy - Acre-Feet per Year = This unit of measurement is generally used to quantify water rights

BDD – Buckman Direct Diversion, the diversion and treatment facility located NE of the city which diverts SJCP water into the City and County water systems.

BOR – Bureau of Reclamation

BS – Booster Station

CIP – Capital Improvement Projects

CoCoRaHS – Community Collaborative Rain Hail and Snow Network

CRWTP – Canyon Road Water Treatment Plant, the water treatment plant located at the top of Upper Canyon Road that treats Santa Fe River water.

CSFW – City of Santa Fe Water, formerly the Water Division or Sangre de Cristo Water.

DP289 – Discharge Permit 289, the NMED-managed Discharge Permit under which the PRWRF operates

gpcd – gallons per capita per day. This metric is used to measure water system efficiency by determining how many gallons of Santa Fe Water treated drinking water are used each day per resident of Santa Fe.

EPA – Environmental Protection Agency

LF – Linear Feet

MRC – Municipal Recreation Complex, the soccer fields NE of NM599.

NA – Not Applicable

ND – Non-Detect

NMED – the New Mexico Environment Department, the State agency that manages water quality in New Mexico.

NPDES – National Pollutant Discharge Elimination System.

NRCS – National Resource Conservation Service

NTU – Nephelometric Turbidity Units, a unit of measurement used in to measure suspended solids. The word Nephelometric comes from the Greek work for cloud, Nephos.

OSE – Office of the State Engineer, the State agency which manages water rights in New Mexico, including those used by CSFW.

PCi/L – picocuries per liter, a measurement of radioactivity. One PCi is one trillionth of a Curie.

PPB – Parts per Billion, a unit of measurement used in water quality that detects very small levels of contamination.

PPM – Parts per Million, a unit of measurement used in water quality that detects small levels of contamination.

PRV – Pressure Reducing Valve.

PRWRF – Paseo Real Water Reclamation Facility, the wastewater treatment plant located on Airport Rd west of NM 599.

RTU – Remote Terminal Unit

RWS – Raw Water System

SFCC – Santa Fe City Code

SFCWU – Santa Fe County Water Utility

SJCP – San Juan – Chama Project. This is a Bureau of Reclamation project that diverts water from the San Juan Basin, which is a tributary of the Colorado River, into the Rio Grande basin via the Chama River. The diversion consists of roughly 60 miles of tunnels beneath the Continental Divide and delivers water from the Colorado River for municipal use in the middle Rio Grande.

VFD – Variable Flow Drive

WCO – Water Conservation Office

1. Introduction

Submitted pursuant to City Code, the purpose of this report is to summarize information about City of Santa Fe Water (CSFW) including summaries of: water supply, water demand, efficiency and conservation, non-potable water deliveries, precipitation, capital projects, and water quality.

2019 was a good year for water in Santa Fe with a deep snowpack and cold spring that filled the reservoirs and reduced the amount of water used for outdoor irrigation. Outdoor irrigation accounts for nearly half of Santa Fe's water use so the reduction in irrigation demand had a significant impact on the total water demand.



2 -2019 precipitation by month in Santa Fe based on CoCoRaHS reporting stations.

Water conservation in Santa Fe has reduced total demand significantly since the City purchased the Sangre de Cristo water utility from PNM in 1995 and 2019 continues a positive trend of serving more people while using less water. 2019 also marks a change in name, from Sangre de Cristo Water or The Water Division, to City of Santa Fe Water (CSFW).

2. Drought & Precipitation

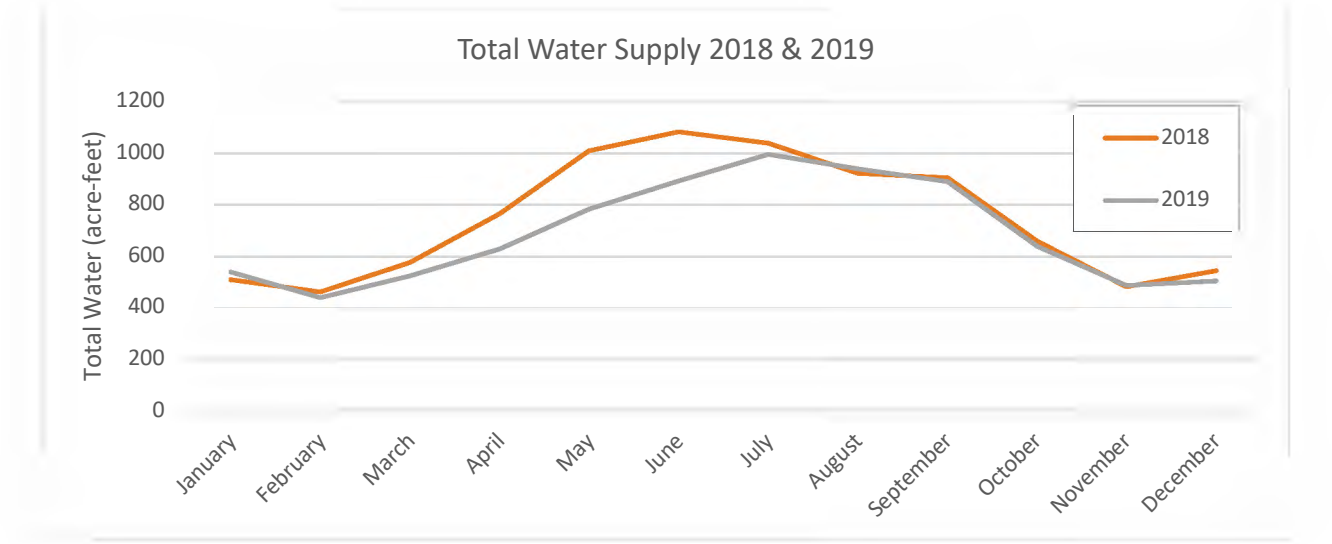
In late 2018 and early 2019, precipitation in northern New Mexico was well above the average. Spring 2019 snowmelt runoff began in March and April of 2019 and the subsequent streamflow yield in the Santa Fe River Basin was above average due to El Niño conditions during the winter throughout the Southwest. By August of 2019, the El Niño Conditions disappeared, and a period of below-average precipitation began. Precipitation is highly variable from one area of town to another, but one value from the Community Collaborative Rain Hail and Snow (CoCoRaHS) showed an average precipitation of 14.55" distributed as shown on the table above.

According to the Western Regional Climate Center, the Santa Fe Watershed weather station, at an elevation of 7,674', receives an annual average of 13.84" of precipitation. In 2019, the Santa Fe Watershed station, located between Nichols and McClure reservoirs, recorded 17.41" of precipitation. Higher in elevation within the municipal watershed are two National Resource Conservation Service (NRCS) 'SNOTEL' weather stations that measure accumulated precipitation. The Santa Fe SNOTEL

station, located at 11,445', recorded 32.2" of precipitation and the Elk Cabin station, at 8,210', recorded 25.6"

3. Treated Water Demand

2019 began with heavy snowfall and remained cool into early June. The late, wet spring resulted in a slow start to irrigation season and a reduction in total demand from 2.9 to 2.67 billion gallons – from 8,955 acre-feet (af) to 8,268 af. Demand remained low through May and June and peaked in July at a level below the July water demands in 2018.



3 - Total water supplied for 2018 & 2019 showing substantially lower water demand in spring of 2019.

4. Per Capita Consumption

One measure of conservation effectiveness used by the Water Conservation Office (WCO) is gallons per capita per day (gpcd) which is an estimate of how much water is used on average per resident per day. This measurement is used internally to track program effectiveness over time and it is reported to the New Mexico Office of the State Engineer (OSE) who require submittal of the calculation annually for the City's water right permit compliance.

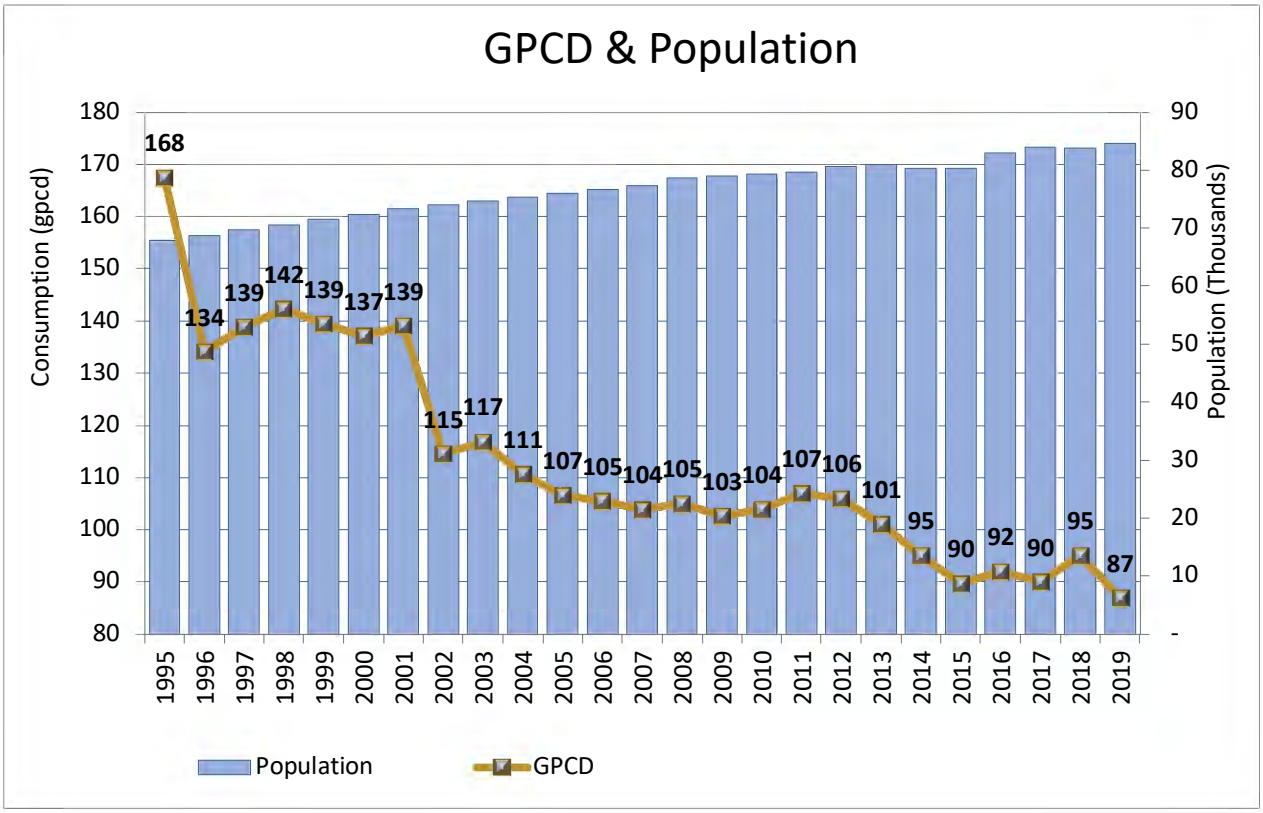
Santa Fe has been a regional leader in gpcd for many years and has reduced gpcd by over 30% on average since purchasing Sangre de Cristo Water in 1995. The gpcd for 2019 was 87, the lowest ever.

Comparison of the water consumption trends between 2018 – which was very dry – and 2019 reveals substantially lower total water use during the beginning and middle of the irrigation season.

a. GPCD Calculator Methodology

The gpcd calculator is designed to determine gpcd by using a combination of US Census/American Community Survey data and Water Utility Billing Data. There are two primary components to the gpcd calculation: total water supplied and total population.

US Census data is used to establish an average number of residents per household and to determine the total population for the City. Billing data is used to determine the quantities of water delivered by sector, and to determine the number of single-family connections in order to separate the population into single family- and multi-family-residential units.



4 - GPCD & population since the purchase of Sangre de Cristo water from PNM showing both reductions in gpcd and increased population. The savings from water conservation have more than kept pace with population growth.

5. Water Supply Sources

City of Santa Fe Water strives to use surface water to meet as much of the total supply as possible and balance the preservation of groundwater resources with enough utilization to keep wells ready in the event that they are needed. In 2019, surface water made up 93% of the total water supplied to Santa Fe Water customers as a result of highly efficient operation of the Canyon Road Water Treatment Plant (CRWTP), full reservoirs, and low overall demand.

a. Surface Water

Santa Fe Water has two sources for surface water: the Santa Fe River and the San Juan – Chama Project (SJCP). The Santa Fe River flows out of the Sangre de Cristo Mountains above Canyon Road. The SJCP is operated by the Bureau of Reclamation (BOR) to bring part of New Mexico's allocation of the Colorado River under the Continental Divide for use in the Rio Grande Basin.

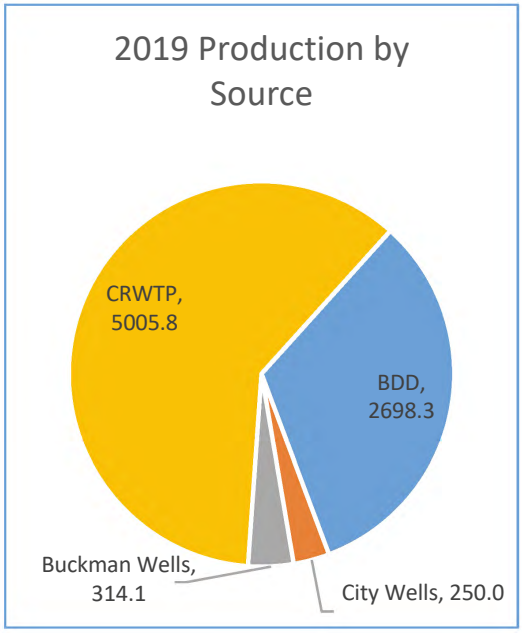
i. The Santa Fe River & the CRWTP

The Santa Fe River is the historic source of water in Santa Fe. Prior to the purchase of the water company from PNM in 1995, CSFW was known as the Sangre de Cristo Water Company because of the

original source of its water. The City is permitted to divert up to 5,040 acre-feet/year (afy) of water from the Santa Fe River. Santa Fe River water is stored in McClure and Nichols reservoirs before being treated at the CRWTP. With the hard work of Engineering and CRWTP staff, more than 5,000 af of water was diverted for the first time in many years. The CRWTP operated at a high daily capacity to realize that goal given the low overall system demand.

1. The Municipal Watershed

The management responsibility for the Santa Fe River includes source water protection and watershed management under the City of Santa Fe's Municipal Watershed Program. In mid-April 2019, with improving soil moisture and weather conditions, the Santa Fe National Forest conducted a prescribed burn of 442 acres, including 50 acres of piled vegetation, just north of Nichols Reservoir. Since 2015, City of Santa Fe Water customers, as the beneficiaries of a healthy watershed, have paid for over 5,800 acres of fuel treatments for vegetation management by the Santa Fe National Forest to protect the City's municipal reservoirs from wildfire and improve forest resiliency.



5 - 2019 Santa Fe Water production by source

In September 2019 in the run up to a planned prescribed burn of 350 acres near the drainage of Aztec Springs, the Forest Service received an order from the United States District Court for the District of Arizona stating that the agency's timber management actions must cease on five national forests in New Mexico and on the Tonto National Forest in Arizona pending formal consultation regarding potential effects to the Mexican Spotted Owl. The previously planned prescribed burn or any other vegetation management within the Santa Fe Municipal Watershed could not be initiated until the court order could be addressed. Within the municipal watershed there is a Mexican Spotted Owl protected activity center identified; however, previous fuels treatments within the lower, non-wilderness portion of the municipal watershed have not had a negative effect on any observed Mexican Spotted Owl.

2. Nichols and McClure Dam Downgrades

On August 19, 2019 the OSE's Dam Safety Bureau sent CSFW the results of the Annual Dam Inspection completed on May 31, 2019, resulting in a downgrade from a rating of Satisfactory to Poor. The Water Division has been working with OSE for the past couple years and continues to do so to plan, study and make improvements to both McClure Dam constructed in 1926 and Nichols Dam constructed in 1943 and the associated infrastructure. CSFW has major renovations to the outlet conduits (tunnels through the dam) slated for 2021 (Nichols) and 2023 (McClure) and expects to once again receive at least Satisfactory ratings at both dams once this work is complete.

Work that has been completed and is ongoing is as follows: Emergency repair of CRWTP Raw Water Supply Pipeline (completed in 2013); Nichols Reservoir Intake Structure Rehabilitation (completed in 2014); McClure Reservoir Intake Structure Rehabilitation (completed in 2015); OSE Dam Safety Bureau Inspection (completed 2016); Initiated contract with AECOM to be Water Division's Dam Engineer

(completed March 2018); Semi-Quantitative Risk Analysis for Nichols and McClure Dam completed by AECOM and presented to OSE Dam Safety Bureau (completed June 2018); Interim Risk Reduction Measures developed by AECOM with Outlet Inspection Checklists for Nichols and McClure Dam Outlet Conduits (completed December 2018); Nichols Dam Intake Structure Evaluation completed by AECOM with draft findings and recommendations report issued (completed January 2019); Emergency Action Plan (EAP) Tabletop Exercise (completed April 2019); Increased monitoring of Nichols and McClure toe drains and piezometers to measure dam seepage (initiated in early 2019 and scaled-back frequency June 2019); OSE Dam Safety Bureau Inspection (completed May 2019); 30% Nichols Outlet Conduit Design and Intake Structure Re-design by AECOM (completed July 2019); Nichols Dam to McClure Dam Fiber Optic, Electric and Security Improvements (completed in August 2019); Construction of CRWTP Raw Water Supply Pipeline CIP #3038C (initiated in Fall 2019 and currently on hold due to USFS Closure of Santa Fe National Forrest); Probable Maximum Precipitation/Flows (PMP/PMF) for Nichols and McClure Watershed analysis by AECOM (initiated in late 2019); 100% Nichols Outlet Conduit Design and Intake Structure Re-design and associated Geotechnical work by AECOM (scheduled to be completed summer 2021); Construction of Nichols Outlet Conduit Rehabilitation (scheduled for completion spring 2022); and McClure Outlet Conduit Rehabilitation (future project scheduled to be completed spring 2024).

ii. San Juan-Chama Water & the BDD

The SJCP is operated by the BOR and delivers water from the Upper Colorado River Basin into the Rio Grande Basin via tunnels. Santa Fe has 5,230 acre-feet of SJCP contract water which is diverted into the City via the BDD, a facility co-owned by the City and Santa Fe County Water Utility (SFWCU) and the Las Campanas association. The BDD diverts water from the Rio Grande at a point near the terminus of Diablo Canyon, which is also the former Buckman townsite along the historic Chili Line railroad.

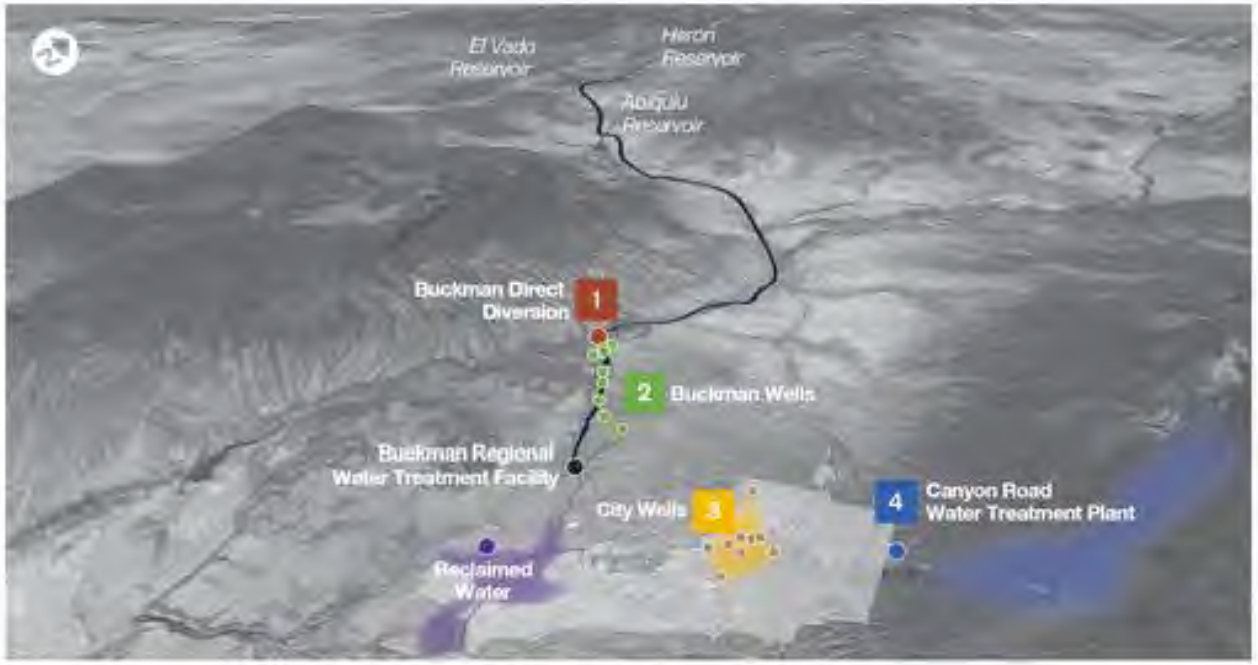
1. Santa Fe County Water Deliveries

The SFCWU is a ½ owner of the BDD facility which provides up to 5,230 afy to the city in addition to being the source of all of Santa Fe County's water. CSFW also provides up to 1,350 afy of backup water to SFWCU in the event that the BDD is shut down.

Las Campanas receives drinking water from SFCWU and also diverts untreated water via the BDD to be used for turf irrigation.

b. Groundwater

The City's groundwater comes from two wellfields: The City Wellfield, and the Buckman Wellfield. The City Wellfield is located within City limits, mostly along the Santa Fe River, and consists of seven active wells. The Buckman Wellfield consists of 12 active wells located near the Rio Grande approximately 15 miles northwest of Santa Fe and along the BDD water transmission line.



6 - Map showing sources of supply for CSFW

For many years the City relied heavily on groundwater to meet demand resulting in lowered groundwater tables. Since the BDD came online in 2011, the City has been able to reduce groundwater use and preserve groundwater. Some groundwater production is necessary because regular exercising of the wells maintains the motors and seals and sampling is required for environmental compliance and groundwater monitoring. In 2019 groundwater accounted for only 7% of total production.

c. Water Quality

Water quality information is reported in detail in the Annual Water Quality Report, sent – as required by law – to customers along with their bills annually. In 2019, the City's drinking water met all U.S. Environmental Protection Agency (EPA) and State drinking water quality limits. A copy of the full report is available online at https://savewatersantafe.com/2019-water-quality-report/.

The New Mexico Environment Department (NMED) completed a Source Water Assessment for the City of Santa Fe. This assessment included a determination of source water protection areas of concern. NMED concluded: "The Susceptibility Analysis of the City of Santa Fe water utility reveals that the utility is well maintained and operated, and the sources of drinking water are generally protected from potential sources of contamination based on an evaluation of the available information. The susceptibility rank of the entire water system is 'moderately low.'"

Sources of drinking water – both tap water and bottled water – include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances from the presence of animals or from human activity. Contaminants in drinking water may include microbial contaminants, inorganic contaminants, pesticides & herbicides, organic chemical contaminants, and radioactive contaminants. To ensure that tap water is safe to drink, the

Environmental Protection Agency (EPA) prescribes regulations that limit the number of certain contaminants in water provided by public systems.

A safe and dependable water supply is vital to our community. In 2019, Santa Fe's drinking water met all EPA and State Drinking Water Limits.

Contaminant	Units	Maximum Contaminant Load	Maximum Contaminant Level Goal	City Well Field	Buckman Tank	CRWTP	BDD	Violation?
Di(2-ethelhexyl) Phthalate	PPB	6	0	1 (ND-1)	ND	ND	ND	No
Arsenic	PPB	10	0	3.5 (ND-3.5)	ND	1.5	ND	No
Barium	PPM	2	2	0.7 (ND-0.7)	0.04	0.04	0.05	No
Fluoride	PPM	4	4	0.1 (ND-0.1)	0.37	0.19	0.26	No
Nitrate [as N]	PPM	10	10	5.7 (ND-5.7)	ND	ND	ND	No
Selenium	PPM	50	50	2 (ND-2)	ND	ND	ND	No
Gross Alpha Emitters	Pci/L	15	0	0.8 (0.2-0.8)	0.5	NA	5.9	No
Gross Beta/Proton Emitters	Pci/L	50[e]	NA	1.4 (ND-1.4)	3.5	NA	2.6	No
Radium 226/228	Pci/L	5	0	0.8 (0.4-0.8)	0.03	NA	0.03	No
Uranium	PPB	30	0	1	2	NA	8	No
Turbidity (highest single measurement)	NTU	TT = 1.0	0	NA	NA	0.25	0.02-0.21	No
Turbidity (lowest monthly % meeting limits)	NTU	TT = %<0.3 NTU	0	NA	NA	100%	100%	No
Total Organic Carbon (removal ratio)	NA	TT[f]	NA	NA	NA	1.1[g] (1.1-1.2)	NA	No

7 - Water quality table showing no violations in 2019.

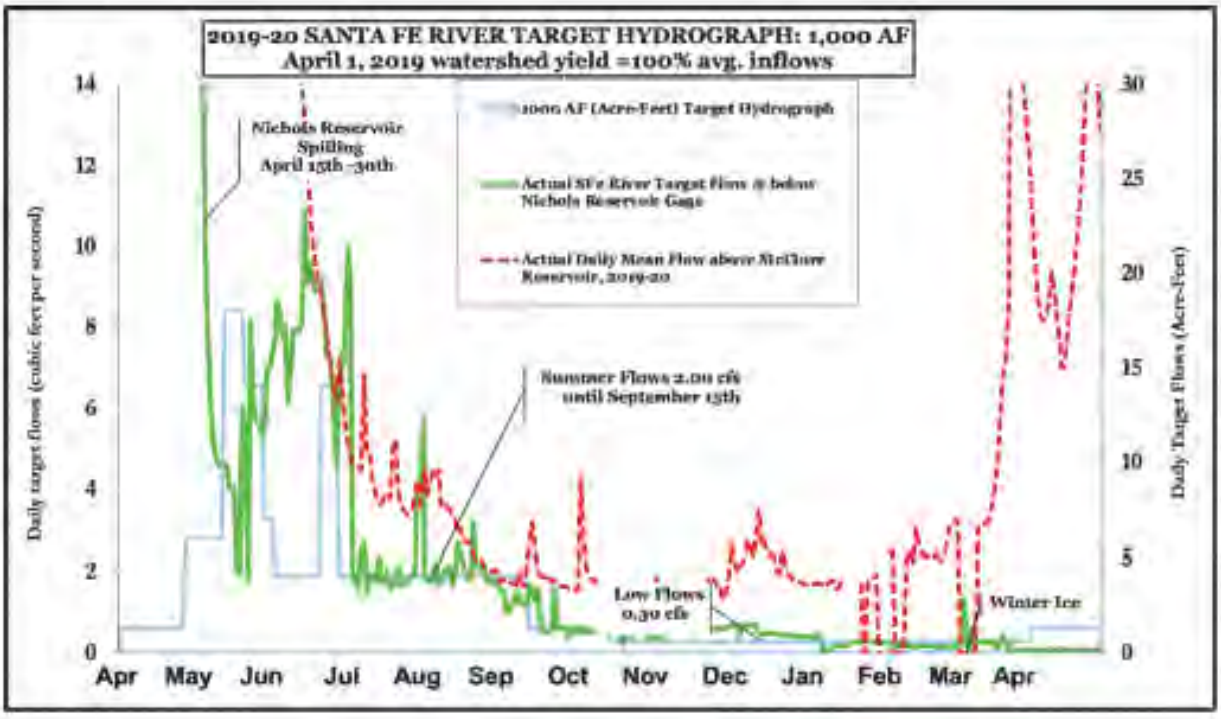
6. Other Water Demands

In addition to meeting potable water demands, CSFW also delivers untreated Santa Fe River water to acequias for irrigation and to the Santa Fe River channel through town to comply with the Living River Ordinance. CSFW also manages necessary water rights to assure delivery of water to the Rio Grande and tributaries, and La Cienega to offset groundwater pumping. Finally, working with the Wastewater Division of the Public Utilities Department – reclaimed wastewater is reused for non-potable turf irrigation.

a. Santa Fe's Living River

The purposes of Santa Fe's Living River Program are to help support the Santa Fe River's green corridor of trees, grasses, and other plants; to support healthy wildlife habitat; and to add to the beauty of free-flowing water to the parklands along the Santa Fe River. Benefits of maintaining a vegetated, green river corridor include shading and cooling of the urban environment; supporting plants that convert carbon dioxide into oxygen; helping to clean stormwater runoff; and controlling erosion. The target flow hydrograph establishes a schedule for the release of Living River water from April to April in proportion to anticipated water availability.

The Natural Resource Conservation Service (NRCS) forecast for April 1st of 2019 was for the upper Santa Fe River to be 100% of the thirty-year average streamflow yield. Therefore – according to the City's Living River Ordinance, the Santa Fe River Target flows were administered in accordance with the hydrograph of 1000 acre-feet for the 2019-2020 target year. The 1,000 af target was easily reached with bypass flows beginning in April 2019 combined with reservoir releases for flood management and continuing through early spring 2020.

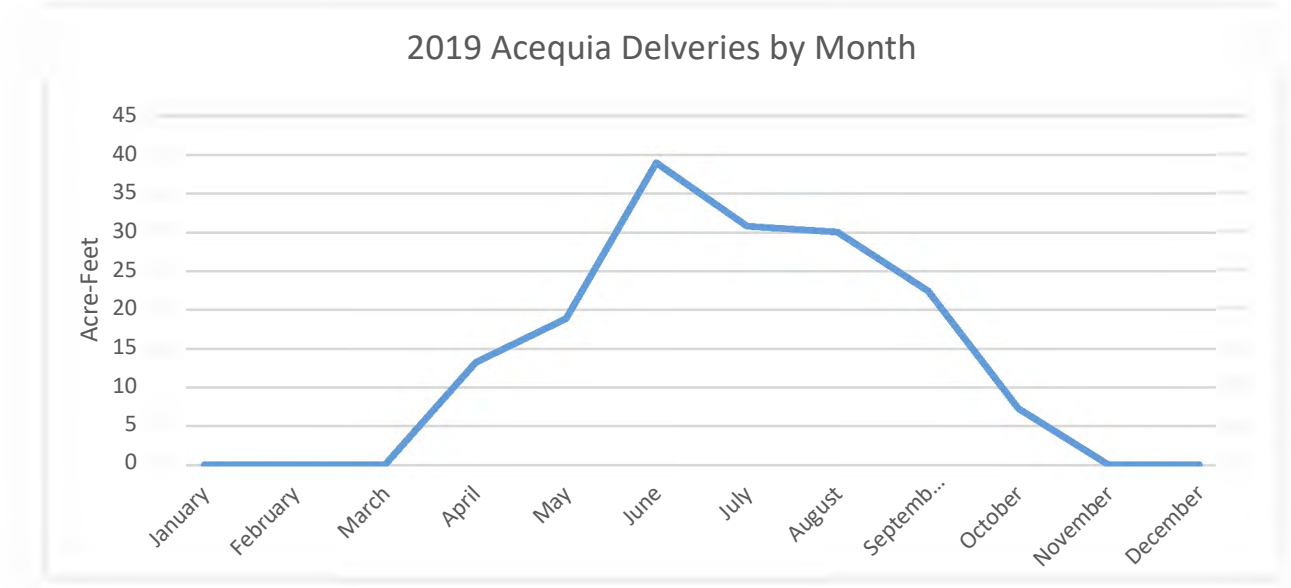


8 - Graph showing Santa Fe River Flows and projections for the Living River

b. Acequia Deliveries

2019 started with a strong runoff and acequia diversions were able to pull water from the Santa Fe River without coordinated releases from the City. Starting in June, coordination with the acequias allowed limited releases to be optimized for use. The graph of acequia deliveries undercounts total deliveries prior to June because high conditions in the river allowed diversion to the acequias without the City's assistance or knowledge.

Santa Fe River flows are allowed to "bypass" McClure and Nichols Reservoirs to meet irrigation water deliveries to three acequias near the top of Canyon Road: Acequia del Llano which serves lands south of Upper Canyon Road, Acequia Madre on the south side of the river which runs all the way to a farm located downstream of Siler Rd, and Acequia Cerro Gordo on the north side of the river. A fourth Acequia, Acequia Muralla on the north side of the river serves lands downstream of those watered by Acequia Cerro Gordo and pulls water from the Santa Fe River when available but it not factored into the City's bypass operations. When there is water in the river below the Municipal Watershed, diversions can be easily managed on a predetermined schedule, but when the channel is dry increased coordination is required to ensure adequate deliveries. In 2019, the river channel had water for the Living River and because of snowmelt but beginning in July reduced water in the channel required coordinated deliveries.



9 - 2019 Acequia deliveries by month. High river flows through May resulted in undercounting of acequia deliveries as the ditches were able to divert from the flowing river.

c. Santa Fe River Mass Balance

River management on the Santa Fe River is based on a 12-month cycle from mid-April to mid-April and in 2019 the volume of water released in that period was 2,730 acre-feet. An estimated water budget for the Santa Fe River releases from Nichols including the Living River and acequia diversions considered above is presented in the table below. The acequia diversions are estimated based on their requested irrigation schedule. In the past, acequia delivery estimates have been based on the increase in bypass flows; however, due to high bypass flows in 2019, no adjustments had to be made to the flow for most

of the irrigation season. Based on periodic field visits, the acequia diversions were greater than the estimates suggest.

Component	acre-feet	% of total
Evaporation	72	3
Estimated Acequia Diversions	87	3
2-Mile Pond Evaporation	21	1
Streamflow Past PRWRF	1,327	49
Infiltration	1,223	45
Total Volume of Bypassed Flows	2,730	100

10 - Table showing Santa Fe River releases

d. Surface Offsets for Groundwater Pumping

Santa Fe Water holds numerous surface water rights in surrounding basins which are used as offsets in compliance with OSE permitting. Each year the OSE determines the extent of the impact to surface water from groundwater pumping from city owned wells and these impacts are offset by the city's having purchased surrounding rights to reduce demand proportionately.

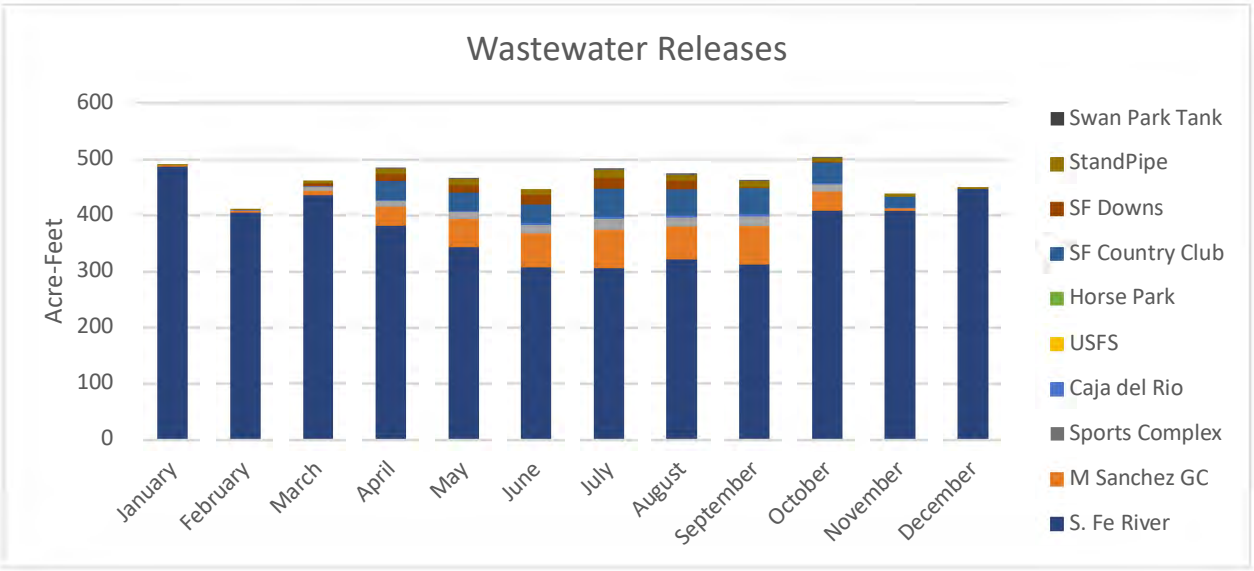
It can take many years to fully offset the impacts of a single year of groundwater pumping and as a result, even though 2019 had very low groundwater use and did not incur a significant number of offsets, offsets are still required to account for the impact of previous years.

Basin	Offsets (acre-feet)
Rio Pojoaque-Nambe	58.683
Rio Tesuque	33.716
Rio Grande above Otowi Gage	106.72
Rio Grande below Otowi Gage	714.5
La Cienega	2.9
TOTAL	916.519

11 - Table showing 2019 offsets as calculated by the OSE for each groundwater basin in which Santa Fe Water owes offsets.

CSFW has offset requirements in five Administrative Groundwater Basins: Rio Pojoaque – Nambe, Rio Tesuque, the Rio Grande above Otowi, the Rio Grande below Otowi, and in La Cienega. The offset requirements for the Rio Grande above Otowi are met through the release of SJCP surface water, the offset requirements in La Cienega have an application pending with the OSE to offset with a retired pre-basin groundwater right, and the offset requirements for all of the other basins are met with surface water rights purchased from irrigators in each basin. A secondary reason that CSFW tries to use as little groundwater as possible is that agricultural water rights are expensive, and no one wants to reduce the amount of water available for growing food along acequias in the region.

7. Treated Effluent Water Deliveries



12 - 2019 Wastewater releases by month

The City operates the Paseo Real Water Reclamation Facility (PRWRF) on Airport road which treats all of the city's wastewater. Most of the cleaned water that leaves the facility is returned to the Santa Fe River and some is used to meet non-potable irrigation demands for large facilities including the Marty Sanchez golf course, the soccer fields at the Municipal Recreation Complex, SWAN Park, and the Santa Fe Country Club.

In June of 2019, the PRWRF experienced an upset of clarification process. This upset caused turbid effluent to enter the tertiary treatment area. As a result, the effectiveness of ultra-violet disinfection was reduced and bacteria counts exceeded permit limits for both the NPDES permit and the NMED Discharge Permit 289 (DP289). Because the bacteria count exceeded the requirements for DP289, wastewater stopped all deliveries for treated effluent. Temporary measures were put in place to provide potable water to Marty Sanchez Golf Course, the Municipal Recreation Complex (MRC), SWAN Park, and the Santa Fe County Club. CSFW is actively developing options for turf irrigation with untreated Rio Grande water to provide resiliency for potential PRWRF exceedance events.

8. The Waterbank

New water demand on the Santa Fe Water system requires a water credit from the Water Bank in an equal amount, with the goal being to maintain sufficient rights to meet increasing water obligations. The City requires that any new construction project which will result in a net increase in demand on City water account for that increase either through purchasing water credits from the City's Water Bank, or by transferring water rights to CSFW. The determination of whether a project water budget is met with water rights or through purchased conservation credits is based on the size of the water budget – larger projects have to transfer in water rights while smaller ones can purchase conservation credits.

When water credits are purchased from the City, the source of these credits is conserved water realized through conservation rebate programs or water rights which have been purchased by the City. When

water rights are transferred to the City water bank, these water rights are used as offset rights (see Water Rights Used for Offsets).

		'09	'10	'11	'12	'13	'14	'15	'16	'17	'18	'19
End of Year Balances	Public Banked Water Totals	10	82	91	99	105	165	241	282	297	305	311
	Dedicated Banked Water	0	6	16	33	49	63	77	91	119	144	179
	Undedicated Banked Water	10	76	75	66	56	103	164	191	178	161	132
	Private Banked Water Totals	485	513	547	527	518	597	667	648	618	671	687
	Privately Owned Water Rights	456	484	518	499	490	579	657	638	613	666	682
	Privately Owned Toilet Retrofit Credits	1184	1166	1153	1135	1123	739	420	388	210	201	193
	Affordable Housing	57	51	46	42	38	33	32	30	27	9	2
Xfer	Public Toilet Retrofit Credits Deposited (AFY)	0	0	0	0	0	0	54	33	8	5	0
Acquisitions	Public Water Rights Acquired	10	40	0	1	0	54	18	0	0	0	2
	Private Water Rights Acquired	63	33	42	0	31	95	115	7	0	52	14
	Affordable Housing Credits Acquired	59	0	0	0	0	0	0	0	0	0	0
	Conservation Credits Acquired	0	32	9	7	6	6	3	8	7	3	4
	Total Acquisitions	132	105	51	8	37	155	136	15	7	55	20
Dedications	Public Banked Water Dedicated	0	6	10	17	17	14	15	13	28	25	35
	Affordable Housing Dedications	2	6	5	4	4	5	2	2	3	17	8
	Privately Owned Toilet Retrofit Credits Dedicated (1 credit = 0.025 acre-feet)	39	18	13	18	12	384	318	33	178	9	316
	Private Water Rights Dedicated	10	6	7	19	40	6	37	25	25	6	21
	Total Dedications	12.975	18	22	40	61	25	54	40	56	48	64

13 - 2019 end of year waterbank balances

9. Engineering: 2019 CSFW CIP Project Information

The purpose of the Water Division's Capital improvement Plan (CIP) is to look at a 5-year window of water infrastructure needs involving planning, design and construction for infrastructure that has reached the end of its useful service life and to implement with efficiencies and technologies that

improve the overall system operation. The Water Division CIP is accomplished with internal professional staff including engineers, a geologist, an archaeologist, technicians, mapping and drafting specialists along with supporting contracted professional expertise.

a. Planning

The foundation of any good design and construction project is a good plan. In 2019, planning work included:

- Development of an Asset Management Plan (AMP) for the Water Division that inventories and tracks key water system components. Work included inventorying assets and developing a hierarchy of importance by utilizing performance measure evaluations including: consequence of failure, likelihood of failure and life cycle analysis.
- Development of a Preliminary Engineering Report (PER) and Opinion of Probable Construction Costs (OPCC) for upgrades to Buckman Booster Stations 3 and 4. These booster stations were constructed in the 1970s and are a critical component to meeting our water system demands, by running continuously year-round to move water produced by BDD and the Buckman Wellfield, but reached the end of their useful service life. Upon completion and review of 30% design drawings, PER and OPCC it was determined the scoped improvements were cost prohibitive and needed to be re-assessed.
- Planning work was initiated to develop a Comprehensive Performance Evaluation (CPE) at CRWTP to evaluate the effectiveness of treatment processes for current and future water quality regulations. Evaluations were conducted of the rapid mix, flocculation and sedimentation, filtration, chemical feed systems, and electrical and control systems. The data collected from the CPE was used to develop a Facility Optimization and Evaluation (FOE) plan which identified options to address water quality concerns and reduce O&M and energy costs. A PER was also developed including system upgrades and partial designs.
- Planning work continued for a return flow water pipeline from PRWRF to the Rio Grande in the vicinity of the Buckman Direct Diversion. Work included a feasibility study, evaluation of stakeholder concerns, permitting challenges, viability of integrating with the existing non-potable reuse pipelines, and potential routes for a new pipeline.

b. Design

Water system designs are completed with internal staff and/or with consultants. In 2019, design work included:

- Design was initiated on an additional 4MG finished water storage tank at BDD to increase total onsite water storage to increase ability of BDD to provide water when Rio Grande river quality is less than optimal.
- On Call Engineering Contracts were used to supplement professional staff. Analysis and designs were initiated at Nichols Dam and McClure Dam in response to the NM OSE Dam Safety Bureau Annual Inspection report including: updated Emergency Action Plans; performed an Emergency Preparedness Exercise; developed a Watershed Snowmelt Prediction Tool; initiated an update to the Watershed's Probable Maximum Precipitation/Flood analysis; and initiated the design of the Nichols Outlet Conduit replacement. Analysis and designs were also initiated throughout the water system including: trained staff on the functionality of our hydraulic model; initiated the design of Hospital Tank drainage improvements; completed the CRWTP filter surveillance

program; initiated reuse plan support and permit analysis; initiated Water Division website support; and initiated water system operations model.

c. Construction

Construction of water system improvement projects are completed based on internal designs and designs provided by engineering consultants. In 2019, construction work included:

- Construction of a replacement line for the CRWTP Raw Water Pipeline that provides raw water from Nichols Reservoir to the CRWTP for treatment. Construction was initiated to replace approximately 3,200 LF of 24-inch pipe that is located in the Santa Fe River channel. The goal of this project is to replace pipe that has reached the end of its useful service life along with temporary piping and relocate it out of the Santa Fe River channel, where it is endures harsh wet/dry and freeze/thaw conditions, to the Nichols Reservoir and Dam access road, where there are better pipe conditions.
- Construction of an Extension of Fiber Optic and Electric Lines between Nichols and McClure Reservoirs to expand power and connectivity at both sites and improve security with new cameras.
- Construction of Priority Line Replacements including water mains, valves, fire hydrants and services that had reached the end of their useful service life. Approximately 7,400 LF of 8-inch water main, 150 services, 11 fire hydrants and 28 valves were replaced on Lujan Street, Vitalia Street, Camino Rancheros, Caminos Ranchitos and Garcia Street.
- Construction of a replacement Pressure Reducing Valve (PRV) station that had inadequate working room, unsafe access for personnel and had reached the end of its useful service life. Three (3) PRV stations were consolidated into one (1) PRV station in the Camino Rancheros/Camino Ranchitos/Garcia Street area.
- On call Emergency Construction is used to supplement water staff and completed several emergency water repairs while water staff were busy on other repairs. Repairs included a service leak on Calle Lejano, discharge pipe at Buckman Well 8, a fire hydrant near Palace and E. Alameda.

d. CIP Budget Summary

Project Title	Contract Amount	Expended in 2019	% Complete
On Call Engineering - AECOM	$542,188.00	$125,311.62	23.11%
On Call Engineering – Hazen/Molzen Corbin/JSAI	$487,968.75	$86,321.67	17.69%
On Call Engineering - Carollo/JSAI	$261,863.13	$10,895.57	4.16%
Asset Management Plan	$299,286.75	$96,746.75	2.32%
24" CRWTP RWS Pipeline Replacement	$2,935,706.75	$31,681.34	1.07%
Comprehensive Performance Evaluation for CRWTP	$463,774.88	$119,376.00	25.74%
BS 3 & 4 Upgrades (incl. M-5 and M-6)	$1,312,533.00	$100,129.64	7.63%
PRV Station Replacement	$250,000.00	$169,160.31	67.66%
Priority Line Upgrade	$1,626,562.50	$1,254,248.45	77.11%
Citywide Emergency On-Call Contract - SOS	$271,094.00	$18,807.01	6.94%
Citywide Emergency On-Call Contract - T&D	$271,094.00	$45,165.44	16.66%
4 MG Tank at BDD	$110,930.13	$104,632.81	94.32%
Water Reuse Pipeline Implementation Plan	$192,696.75	$169,763.75	88.10%
Nichols & McClure Electric & Security Improvements	$727,138.50	$727,138.50	100%
Total	$9,752,837.14	$3,059,378.85	31.37%

14 2019 CIP Budget Table

10. Planning for the Future

Planning is an essential function of CSFW and work is being done to increase the role of public involvement in that process. In 2019, CSFW conducted public outreach and developed an addendum updating the 5-Year Water Conservation Plan and conducted two public meetings focused on a proposed pipeline redirecting wastewater from the PRWRF to the Rio Grande.

a. Long-Range CSFW Planning

2019 saw the first long range planning public meeting held by CSFW in several years. The event was focused on a proposed pipeline project and brought together stakeholders with wide ranging views along with technical experts able to answer questions. One of the primary takeaways for CSFW staff is that there is a desire for more public input and involvement in water planning. In response to this interest, developing a robust process and strategy for public input has become a central goal for 2020 with a multi-year process set to begin in 2020.

b. Water Conservation Planning

The City of Santa Fe WCO uses a five-year plan model to direct operations and for water right permit compliance. In 2019 the WCO developed an addendum to update the existing plan on file with the OSE. The goal of the addendum was to collect and use public input to guide the priorities and projects for the WCO over the next 5 years. A series of facilitated public discussions were held during the summer to

solicit input focused on specific themes including: Climate Change, Residential Conservation, and Commercial Conservation.

The data collected was wide ranging, insightful, and from a broad range of opinions. Numerous themes emerged from the data collected with many of the comments focused on the need for the City to lead by example and to utilize neighborhood insights to develop water conservation projects. The plan was designed to be flexible – a quality highly valued in 2020 – and to provide the small WCO with a framework that allowed for cooperation and partnerships to improve the scale of water conservation.

11. Closing

Thank you for taking the time to read through CSFW's 2019 Report. From a water perspective, 2019 was the sort of bountiful year we hope for in Santa Fe – snowy winters, full reservoirs, and healthy trees and gardens – and it's the sort of bountiful year that provides an opportunity to save for the future. Santa Feans rose to the occasion and, with more efficient water use than ever, kept demand low enough that more than 90% of it came from surface water, most of that with local Santa Fe River water thanks to the highly efficient operation of the CRWTP. This reliance on Santa Fe River water preserves SJCP water in Chama River reservoirs and keeps groundwater in the ground where it supports the local ecosystem and will be available in the future.

City of Santa Fe, New Mexico
Memorandum

DATE: September 1, 2020

TO: Public works Committee
Finance Committee
City Council

VIA: Fran Dunaway, Chief Procurement Officer
Kyra R. Ochoa, Community Services Director

FROM: Maria E. Tucker, Library Director

ITEM AND ISSUE:

Innovative Interfaces Inc. Sole Source request for the approval of Addendum #7 in the Total amount of $67,783.80 for 1 year maintenance agreement ILS support.
Term 07/01/2020-06/30/2021; Innovative Interfaces Inc.
Maria E. Tucker, [redacted] 505-955-6788

BACKGROUND AND SUMMARY:

The Santa Fe Public Library provides library services to the citizens and guests of the City of Santa Fe. To provide this vital community service, the Library utilizes a computer system to track all library information including databases of all library items, patron records, circulation information, etc. Innovative Interfaces Inc. (III) is the Sole Source vendor for the City of Santa Fe Library's Integrated Library System (ILS) and was posted to the City's web site on July 12, 2020.

The library began its relationship with Innovative Interfaces in 1996. III is a well established company providing services to libraries for over thirty years. III provides the Santa Fe Public Library with support 24 hours a day, 7 days a week. This support is unlike traditional system administration because it also involves knowledge of library science and Java software engineering and analysis. The City of Santa Fe has contracted annually with III to maintain the integrity of this system.

The Maintenance Agreement in FY2015-2016 was $60,468.00 and FY 2016-2017 was $62,944.38 and FY 2017-2018 was $64,944.00, FY 2018-2019 was $64,517.60, FY 2019-2020 was $66,130.54 FY 2019-2021 will be $67,783.80.

PROCUREMENT METHOD:

The procurement method is Sole Source

CONTRACT NUMBER:

The FY20/21 Munis contract number is 3201104

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Library Admin/1000101
Munis Object Name/Number: Software Subscriptions/530710

ACTION REQUESTED:

Community Services/Library respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201104**

Contractor: **Innovative Interfaces Inc.**

Description: **1 year maintenance agreement. III provides the City of Santa Fe Library with 24 hour 7 days a week support.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/2020** Term End Date: **06/30/2021**

☐ Approved by Council Date:

Contract / Lease:

Amendment # **7** to the Original Contract / Lease # **See attached**

Increase/(Decrease) Amount $ **67,783.80**

Extend Termination Date to: **06/30/2021**

☐ Approved by Council Date:

Amendment is for: 1 Year Maintenance

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

Original -	**$181,591.00**	**Addendum #5 -**	**$64,517.60**
Addendum #1 -	**$111,400.00**	**Addendum #6 -**	**$66,130.54**
Addendum #2	**$ 36,000.00**		
Addendum #3	**$ 62,944.00**		
Addendum #4	**Move to cloud**		

3. **Procurement History: Sole Source**

Fran Gonzalez (Sep 11, 2020 11:12 MDT) Sep 11, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: sole source for amendment. 1 yr. software maintenance

4. **Funding Source: General Fund** **Org / Object: 1000101.530710**

Alexis Lotero (Sep 10, 2020 09:31 MDT) Sep 10, 2020

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Gail L. Vigil Phone # **505-955-6789**

Email:

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Innovative Interfaces Inc.

Procurement Title: Addendum #7 / Sole Source

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 Services/Library Staff Name Gail L. Vigil

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: _____

Gail L. Vigil — Contracts Administrator — 08/26/20

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Sep 11, 2020 11:12 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.

*

CONTRACT TYPE	DESCRIPTION	AMOUNT
ORIGINAL		$ 181,591.00
ADDENDUM #1	Software hardware Upgrade	$ 111,400.00
ADDENDUM #2	Software Upgrad	$ 36,000.00
ADDENDUM #3	Maintenance	$ 62,944.00
ADDENDUM #4	Move to the Cloud	$ -
ADDENDUM #5	Maintenance	$ 64,517.60
ADDENDUM #6	Maintenance	$ 66,130.54
ADDENDUM #7	Maintenance	$ 67,783.80
Total		$ 590,366.94

ADDENDUM #7 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011, Item#11-0452 (the "***Addendum #2***"), Addendum #3 dated December 19, 2017, Item#17-1341 (the "***Addendum #3***"), Addendum #4 dated May 18, 2018 (the "***Addendum #4***"), Addendum #5 dated November 29, 2018 (the "***Addendum #5***"), and Addendum #6 dated January 29, 2020 (the "***Addendum #6***") (together the "***Agreements***") and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal.** Pursuant to the Agreements, Client will pay to Innovative $67,783,80 for the term running from July 1, 2020 through June 30, 2021, for the products and services set forth on the attached Invoice, INV-INC26155.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
INNOVATIVE INTERFACES INC.

AKIN ADEKEYE
EVP & GENERAL COUNSEL

DATE: August 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 26, 2020 13:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

DATE: Aug 26, 2020

APPROVED FOR FINANCES:

MARY McCOY, FINANCE DIRECTOR

DATE:

Business Unit: 1000101.530710

AL
AL

City of Santa Fe, New Mexico

memo

DATE: July 10, 2020

TO: Frances A. Dunaway, Purchasing Director

FROM: Maria E. Tucker, Library Division Director Maria Tucker

RE: Sole Source Vendor – Innovative Interfaces Incorporated

BACKGROUND

Innovative Interfaces Incorporated (III) is the sole provider of maintenance for the Library's turnkey hardware and software systems. Santa Fe Public Library went live on a turnkey system in November of 2000. When the original contract was signed with the City of Santa Fe the parties agreed that the III system would remain under III maintenance as defined by Appendix D of that contract and that regular payments would be made to III for that service. The City Information Technology Division does not maintain any part of the III system. Since III is the sole provider of the maintenance on the III turnkey system they are the only source for this service. The Santa Fe Public Library has continued to contract with III to maintain the Integrated Library System in a turnkey environment since it went live. The following list indicates some of the services provided by III through the Maintenance Agreement.

Protect library data from hardware and operating system failure
Maintain hardware (server) and software
Provide support services 24 hours a day 7 days a week
Troubleshoot all problems – hardware and software
Maintain integrity of database

ACTION REQUESTED

Please approve this request recognizing III as a Sole Source Vendor. Funds are available in Org/Object 1000101.530710 to cover the cost of the maintenance agreement.

Should you have any questions please call Gail Vigil at ext. 6787.

Thank you.

Fran Dunaway
Approved

7/12/2020
Date

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: July 10, 2020

Prepared By: Gail Vigil **Title:** Contracts Administrator

Vendor Name: Innovative Interfaces Inc

Address: 1900 Powell Street, Suite 400

City: Emeryville **State:** CA **Zip Code:** 94608

Description of Good/Service to be Procured:

Estimated Cost: 71,257.72

Term of Contract: 1 Year Maintenance

1. **Explain why this is the only available source that can be meet the needs of your department.**

Innovative Interfaces Inc. does not allow other companies, vendors or suppliers to provide maintenance and upgrades of the software to their US clients.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

Price Based on Original Contact #23290-23293

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

Negotiations were made for addendums since the Original Contract

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

Fran Dunaway 7/12/2020

Fran Dunaway **Date**
Purchasing Officer

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway (Aug 27, 2020 08:26 MDT)

Fran Dunaway **Date**
Purchasing Director
City of Santa Fe

Required Attachments:

***Letter from Contractor, if applicable**
***Agenda Item to be presented to City Council if over $50,000 for Professional Services and $50,000 for Goods and Non-Professional Services**

innovative

World Headquarters
1900 Powell St Suite 400
Emeryville, CA 94608
+1.510.655.6200

July 9, 2020

Maria Tucker, Library Division Director
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501

Dear Maria:

Santa Fe Public Library has previously purchased the Sierra Library Services Platform. This software is exclusively provided by Innovative Interfaces and must be maintained exclusively by Innovative Interfaces, Inc.

There are several features that are part of the Sierra Services Platform that are uniquely suited to the mission of the Santa Fe Public Library:

- Sierra is the only system that currently integrates e-book and licensed content transactions into the library management system. More and more of the content students use are purely digital, such as e-books. Sierra integrates digital content into the library system so that students and staff can see a complete picture of the library content they are using.
- Sierra is the only vendor-supported system to provide services for integrating library data into social networking services. Social networking services such as FaceBook and Twitter, are where students spend their time and interact. The library is most often absent from this new "Digital Information Commons." Sierra has transformed the library system to allow easy integration of library information with social networking services putting library services and content where the students are.
- Sierra is the only system that has been able to continue to leverage your previous investment in the Millennium Integrated Library System. Although Sierra is a completely new library system, it supports 100% of the products and functions you previously had in Millennium. This allows you to further leverage the financial and time commitment you made in the Millennium system.

In addition, no other vendor can perform the services required to maintain and support the Sierra Integrated Library System except for its developer, Innovative Interfaces, Inc.

Sincerely,

Akin Adekeye
General Counsel

innovative
a ProQuest Company

Invoice

Innovative Interfaces, Inc.
1900 Powell St.
Suite 400
Emeryville CA 94608
United States
billing@iii.com

Invoice #	INV-INC24951
Invoice Date	4/21/2020
Terms	
PO #	
Due Date	6/30/2020
Site Code	sanfe
Created From	Sales Order #SO-INC24425
Currency	US Dollar

Bill To

Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Qty	Description	Options	Amount
1	Sierra Core Bundle Maintenance		67,783.80
73	Staff User Licenses		0.00
4	SIP2 Interface Licenses		0.00
1	Sierra Cloud Hosting		0.00
	1 July 2020 to 30 June 2021 Year 3 of 3		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2019

10/1/2020

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 Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1379634 Innovative Interfaces, Inc. 1900 Powell Street Suite 400 Emeryville CA 94608	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : The Continental Insurance Company — 35289 INSURER C : Indian Harbor Insurance Company — 36940 INSURER D : National Union Fire Ins Co Pitts. PA — 19445 INSURER E : INSURER F :

COVERAGES 1084520 **CERTIFICATE NUMBER:** 12592495 **REVISION NUMBER:** XXXXXXX

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: POLICY [X] PRO-JECT [ ] LOC OTHER:	N	N	6049714571	10/1/2019	10/1/2020	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X Comp $100 Ded X Coll $1,000 Ded	N	N	6049714568	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	6049714604	10/1/2019	10/1/2020	EACH OCCURRENCE AGGREGATE	$ 16,000,000 $ 16,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	6049714585 (AOS) 6049714599 (CA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Technology E&O/Cyber Liability(Claims Made) Crime	N	N	MTP9030774 05 01-950-26-47 (Crime)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	$5M $1M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Evidence of Insurance Only.

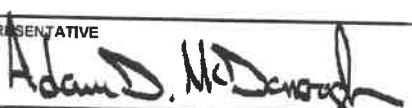
CERTIFICATE HOLDER

12592495
Evidence of Insurance

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INNOVATIVE INTERFACES INCORPORATED

Business Location: 1900 POWELL ST SUITE 400
EMERYVILLE, CA 94608

Owner: SHAHEEN JAVADIZADEH

License Number: 222040

Issued Date: December 19, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

INNOVATIVE INTERFACES INCORPORATED
1900 POWELL ST SUITE 400
EMERYVILLE, CA 94608

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

Innovative Interfaces Inc. (III)

Original Contract

INNOVATIVE INTERFACES INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California.
(hereinafter referred to as "Innovative Interfaces")

-and-

THE SANTA FE PUBLIC LIBRARY, A DIVISION OF THE CITY OF SANTA FE,
(hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS the Library wishes to install and use computer software to improve the operation of the Library particularly in relation to the acquisitions, circulation, public catalog, and cataloging functions; and

WHEREAS on September 16, 1994, Innovative Interfaces responded to a "Request for Proposal 95/06/P for Automated Library Systems and Related Services for Santa Fe Public Library" (hereinafter collectively "the RFP"), dated August 8, 1994, proposing to provide certain equipment, software, maintenance, and related services to the Library, said RFP and Innovative Interfaces' response (the "Proposal"), dated August 8, 1994, as well as a "Request for Best and Final Offer from Innovative Interfaces, Inc. to Santa Fe Public Library" dated November 1994, and Innovative Interfaces' response, dated December 6, 1994, are on file in the Library's offices; and

WHEREAS Innovative Interfaces has represented and does hereby represent to the Library, subject to the terms and conditions hereof, that the computer software specified by Appendix A, Schedule 1 and the services specified by Appendix A, Schedule 6, of this Agreement, to be obtained by the Library from Innovative Interfaces, and particularly the software to be supplied to the Library pursuant hereto shall satisfy the requirements of the Library as agreed to in the Proposal and hereunder:

NOW THEREFORE in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. INTERPRETATION

1.01 Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

1.02 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules annexed to it and referred to in it, all as amended from

time to time, and the expression "Section" or "Appendix" or "Schedule" followed by a number means and refers to the specified section of this Agreement:

1.03 "Licensed Software" or "Software" is the software listed in Appendix A, Schedule 1, including but not limited to the programs, operating software, and related items, any documentation for such products, and any subsequent updates or releases of such software or documentation which are furnished by Innovative Interfaces to the Library for use in connection with such product.

1.04 "Third-Party Software" is the software listed in Appendix A, Schedule 2, and any subsequent updates or releases of such software or documentation, to be obtained by the Library.

1.05 "Equipment" is the equipment listed in Appendix A, Schedules 3, 4, and 5, and any subsequent additions, deletions, or modifications thereto, to be obtained by the Library.

1.06 "Central Site Equipment" is the central site equipment listed in Appendix A, Schedule 3, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library from another vendor.

1.07 "Peripheral Equipment" is the equipment listed in Appendix A, Schedule 4, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.

1.08 "Data Communications Equipment" is the equipment listed in Appendix A, Schedule 5, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.

1.09 "System" is the combination of hardware and software components and peripheral equipment and telecommunications equipment, as specified by Appendix A, Schedules 1 through 5, and any subsequent additions, deletions, or modifications thereto.

1.10 "Date of Final Acceptance" means the date upon which the Library endorses its acceptance of the Licensed Software in the System environment with respect to the achievement of the acceptance standards set forth.

1.11 "Installation Site" or "Site" means the room or rooms within which each unit of the Central Site Equipment is to be installed on the premises of the Library.

1.12 "Purchase Price" means the dollar amount to be paid by the Library to Innovative Interfaces, as set forth in Appendix A, Schedules 1, 6, and 7, for fulfillment of its obligations under the terms of this Agreement.

1.13 "Error" or "Bug" means any function that is performed by the Software incorrectly or inconsistently with the documentation listed in Appendix E. Section 3. or the Correspondence listed in section 13.06.

1.14 "Certify" or "Certifies" means that Innovative Interfaces acknowledges the use of certain hardware or hardware platforms and can provide compatible code that will compile and run on that hardware, and that the Software will perform the functions described in the documentation listed in Appendix E. Section 3 and the correspondence listed in 13.06.

1.15 "TestPAC" means a sample of 20.000 of the Library's Bibliographic and Item records loaded. indexed and displayed as specified in the Library's worksheets. Upon complete review of this database. the Library may request changes to their original profiling decisions. and those changes will be implemented by Innovative Interfaces at no additional charge to the Library.

1.16 "TestPAC training" means the initial two days of on-site training by an Innovative Interfaces' staff member. This training covers OPAC. Management. and Maintenance functions. and will give the Library the necessary tools with which to review the TestPAC.

1.17 "TestPAC Acceptance" means the time at which the Library fully accepts all profiling decisions made. and the complete database begins to load or the Library begins to edit and create bibliographic data in the System.

1.18 "Initial Installation" means the installation of the Software, TestPAC, and the completion of TestPAC training.

II. SUPPLY OF LICENSED SOFTWARE, EQUIPMENT, AND SERVICES

2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:

(a) supply to the Library under license the Software referred to in Appendix A. Schedule 1; and

(b) provide the services referred to in Appendix A. Schedule 6. and

(c) deliver to the Library the materials and documentation referred to in Appendix E.

2.02 Subject to the other terms and conditions hereof, the System shall be installed and shall become operational in accordance with the implementation timetable set forth in Appendix H.

2.03 Innovative Interfaces warrants that at the time of delivery it has the right to grant the software license(s) contained herein.

III. EQUIPMENT

3.01 The Equipment specified in Appendix A shall be acquired by the Library and shall be provided for use with the Software referred to in Section 4 in accordance with Innovative Interfaces' standard procedures, as set out in the documentation such as the User's Manuals and the Getting Started With INNOPAC guide, both of which will be provided to the Library by Innovative Interfaces.

Before the Library upgrades any of the manufacturer's hardware, the Library must receive written confirmation from Innovative Interfaces that the software is compatible with the upgrade.

If the Library makes any upgrades to the manufacturer's hardware that require Innovative Interfaces' assistance for installation and/or implementation, which requirement shall be determined in the Library's sole discretion, then the Library will contact Innovative Interfaces, request Innovative Interfaces' service and pay Innovative Interfaces for the time spent on such assistance based on Innovative Interfaces' then current rates.

3.02 Innovative Interfaces hereby Certifies that the Software, as specified by Appendix A, Schedules 1 through 5, shall work successfully with the equipment as a System to provide the Library with the functions and capabilities of the Licensed Software as described by this Agreement.

3.03 Innovative Interfaces hereby agrees that the barcodes provided by the Library, referred to in Appendix J, attached hereto, shall work successfully with the licensed software as specified in Appendix A, Schedules 1 through 5.

IV. SOFTWARE

4.01 Innovative Interfaces will supply to the Library the Licensed Software as specified by Appendix A, Schedule 1 of this Agreement.

4.02 Innovative Interfaces shall retain ownership of the Software and all modifications thereto. Each Licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the Library, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all Licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights,

trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The Library shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any Licensed Software products and related materials.

4.03 Innovative Interfaces hereby grants to the Library, upon payment in full of the Purchase Price, with respect to the licensed software, a non-transferable non-exclusive perpetual license to use a single copy of the Licensed Software in conjunction with the Equipment, as specified by Appendix A, Schedules 3, 4, and 5, including any additions, deletions, or modifications thereto, including upgrades to the System with compatible equipment.

4.04 Third-Party Software, as specified by Appendix A, Schedule 2, shall be furnished by the Library.

Before the Library loads a new release of the hardware manufacturer's operating system, or operating system patches, the Library must receive confirmation from Innovative Interfaces that the Software is compatible with the new release.

If the Library makes any upgrades to the manufacturer's hardware that require Innovative Interfaces' assistance for installation and/or implementation, which requirement shall be determined in the Library's sole discretion, then the Library will contact Innovative Interfaces, request Innovative Interfaces' service and pay Innovative Interfaces for the time spent on such assistance based on Innovative Interfaces' then current rates.

4.05 Innovative Interfaces hereby Certifies that the Licensed Software shall work successfully with the other hardware and software components of the System as described by Appendix A, Schedules 2 through 5.

4.06 The Library agrees to use its best efforts to keep confidential all material and documentation relating to the Software and any modification thereto which has not been made generally available. The Library will not make available or distribute any program code or description associated with the System in any form whatsoever to parties other than employees, trustees, officers or agents of the Library without the prior written approval of Innovative Interfaces.

4.07 Innovative Interfaces' placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software shall not be construed to mean that such portion has been published and shall not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of Innovative Interfaces.

The Library agrees to hold all such Licensed Software and updates and enhancements to

the Licensed Software in confidence at least to the extent that the Library protects its own similar confidential information and to take all reasonable precautions consistent with general accepted library standards to safeguard the confidentiality of such information. No portion of any update or enhancement to the Licensed Software may be disclosed, except to those of its employees, trustees, officers or agents who need to use such information in accordance with this software license.

Neither the Library nor any of its trustees, officers, agents, or employees shall have or bear financial responsibility to Innovative Interfaces with respect to a breach of confidence as to Licensed Software, updates, and extensions, unless the Library has failed to take reasonable precautions to safeguard the confidentiality of such information.

V. DOCUMENTATION

5.01 Within two weeks of the signing of this Agreement, Innovative Interfaces shall supply, at no cost to the Library, all standard materials published by and then available for use by licensees or purchasers of Licensed Software including manuals, programming aids and other relevant materials and documentation as specified in Appendix E. At the time of installation of the Licensed Software, Innovative Interfaces shall provide complete System documentation to support all functions.

5.02 All materials, documents and other information provided by Innovative Interfaces to the Library shall, if so identified by Innovative Interfaces at the time of delivery thereof, be treated as confidential.

5.03 The Library may duplicate documentation provided by Innovative Interfaces only for use by the Library or its agents, and with the inclusion of Innovative Interfaces copyright notices contained therein.

VI. SUPPLIES

6.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System including, without limitation, paper, magnetic tape, ribbons for printers and forms.

6.02 Innovative Interfaces shall advise the Library of the specifications, quantities, sources, and required uses of any supplies which are necessary for the installation of the System.

VII. SPECIAL DECLARATIONS

7.01 Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Appendix F.

7.02 The Library will pay directly any or all applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, with respect to the acquisition by it of the System or any part thereof, and the Library agrees to be responsible for and hold harmless Innovative Interfaces with respect to any applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, tax liability or expense incurred by Innovative Interfaces in respect thereof.

7.03 No provision of this Agreement shall require the personnel employed by Innovative Interfaces in respect of the installation of the System to be members of any union or employees' association.

7.04 Innovative Interfaces shall pay all copyright, patent or other royalties, if any, in respect of the use of the Software. Innovative Interfaces shall defend, at its expense, any action brought against the Library to the extent that the action is based on a claim that the manufacture, sale, operation or use of the Licensed Software (or any part thereof) infringes any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights and Innovative Interfaces shall pay any and all costs and damages payable by the Library in respect of any such action, so long as Innovative Interfaces shall have exclusive control of the defense of said suit.

If the Software (or any part thereof) becomes or in Innovative Interfaces' opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, Innovative Interfaces may, at its expense and option do one of the following, provided however, that no option selected by Innovative Interfaces shall interrupt the operation of the Library or hinder the functioning of the system.

(a) modify the Software so that there is no longer any infringement or breach without adversely affecting capabilities of the Software;

(b) procure for the Library the right to continue to use the Software;

(c) substitute for the relevant Software other software having a capability equivalent to the replaced Licensed Software; or

(d) with the consent of the Library, take back such Software and refund any sums the Library has paid Innovative Interfaces on account of the purchase price less a reasonable amount for use.

Innovative Interfaces shall have no liability respecting any claim of infringement or breach

as aforesaid based entirely upon the combination, operation or use of the Software with equipment, software, apparatus, devices or items not supplied by Innovative Interfaces or in a manner not substantially consistent with Innovative Interfaces' specifications and instructions. This Section states the entire liability of Innovative Interfaces for any type of infringement or breach whatsoever of the industrial or intellectual property rights of third parties resulting from or relating to the manufacture, sale, operation or use of Equipment.

7.05 Innovative Interfaces represents and warrants that it has the full right to deliver to the Library the Licensed Software and that, on acceptance by the Library, the Library shall have license and good right to use the same free from any lien, claims, charges or encumbrances, so long as the Library so chooses.

7.06 Innovative Interfaces agrees to transfer the licenses to different or additional computers purchased or leased by the Library, provided that the Library shall operate only a single copy of the Licensed Software. This service will be provided at Innovative Interfaces' then standard rates.

7.07 Neither party shall divulge nor disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement unless such information becomes publicly available through no fault of either party. In cases where such disclosure is required to operate the system and the software, the Library may disclose confidential information to a third party provided that the third party sign a non-disclosure confidentiality statement with the Library first.

7.08 Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage, or by fire, flood, act of God, or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the acts or omissions of employees, agents or equipment of Innovative Interfaces.

7.09 INNOVATIVE INTERFACES IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED, EXCEPT FOR CONDUCT OF INNOVATIVE INTERFACES WHICH IS NEGLIGENT OR INTENTIONAL..

7.10 THE LIBRARY'S RIGHT TO RECOVER DAMAGES TO PROPERTY CAUSED BY INNOVATIVE INTERFACES' FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS ($1,000,000.00). INNOVATIVE INTERFACES SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM THE LIBRARY'S USE OF PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF

SUCH DAMAGE. THIS LIMITATION OF INNOVATIVE INTERFACES' LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, WITH ALL SOFTWARE TO BE DEFINED AS "GOODS".

7.11 All bibliographic, item, fine, patron, and other records entered into the database of the Library's System or supplied to Innovative Interfaces by the Library are and shall remain the sole property of the Library. Innovative Interfaces shall not, without the Library's written consent, copy or use such records except to carry out contracted work, and shall not, without the Library's consent, transfer such records to any other party not involved in the performance of this Agreement, and shall return submitted records to the Library upon completion of the work hereunder.

The Library shall have the right, without the consent of Innovative Interfaces to extract such data in industry-standard formats, using Innovative Interfaces' software and at no cost to the Library. The Library acknowledges that the methods of storage, compilation, format and layout constitute proprietary and trade secret information of Innovative Interfaces and are protected by federal copyright law. Innovative Interfaces agrees to assist the Library within thirty (30) days of such request, in making such extractions.

VIII. INSTALLATION AND TRAINING

8.01 Unless otherwise provided, all transportation of the Software or any part thereof to the Installation Site shall be the responsibility of Innovative Interfaces.

8.02 Prior to the installation of the Software, load of the TestPAC, and on-site training, the Library must have its equipment installed and running with the operating system loaded and any telecommunications in place by the date listed in Schedule H, but in no circumstances later than 45 calendar days prior to the TestPAC installation.

8.03 All costs and expenses related to the site preparation shall be at the sole expense of the Library.

8.04 Innovative Interfaces shall provide, at its sole expense, staff for complete on-site training of Library personnel according to the terms outlined in Appendix E.

8.05 Innovative Interfaces shall have first priority of access to and use of the System prior to the Date of Final Acceptance for purposes of diagnosis.

IX. ACCEPTANCE

9.01 The testing of the System shall be completed jointly by Innovative Interfaces and the Library to the mutual satisfaction of the parties.

9.02 Acceptance of Licensed Software

The Library's acceptance of each of the Licensed Software modules shown in Appendix A. Schedule 1, shall occur upon successful execution of the software acceptance tests described in Appendix G of this Agreement, as evidenced by an acceptance report signed by the Library's representative, or upon successful usage of the product by the Library in its operations for a period of ninety (90) consecutive days. without notifications by the Library to Innovative Interfaces of a problem that prevents acceptance, whichever shall occur first. Innovative Interfaces agrees to correct problems found in the course of this operational testing to the satisfaction of the Library.

Unless the Library provides Innovative Interfaces, in writing, with any claim that the System does not meet performance specifications on or before expiration of said 90 days, it will be conclusively presumed that the System has met all performance specifications.

9.03 The Library's acceptance of the System shall occur upon successful completion of the tests described in Appendix G. These tests must be completed within 120 days of the initial installation TestPAC.

9.04 Innovative Interfaces shall provide to the Library, its representatives and consultants, such consultation and advice as may reasonably be required by the Library in connection with aforesaid acceptance tests.

X. PAYMENT AND TITLE

10.01 The Purchase Price for the Licensed Software and all rights and benefits herein contained shall be payable in lawful money of the United States at the times and in the amounts set forth in Appendix B.

At its sole discretion, the Library can delay events and any associated payments for up to one (1) month from the date specified in Appendix B or Appendix H as finalized after the contract is signed and a detailed plan is developed. After one (1) month (30 days) from the scheduled event. the Library will pay Innovative Interfaces One Thousand Five Hundred Dollars ($1500.00) per day until the full amount of the scheduled payment is received. Regardless of delay, at any time when a scheduled event occurs, the associated payment is due in full.

In the event that the Library, at its option, shall delay an event as set out herein, the

Library acknowledges that to reschedule such event must be on a space-available basis with reference to already scheduled installations and training of other Innovative clients, provided however, that Innovative Interfaces shall use its best efforts in good faith to reschedule the event as soon as possible after the event was originally scheduled to occur.

XI. WARRANTIES

11.01 Innovative Interfaces represents and warrants to the Library that the Licensed Software, and all modules thereof, all programming aids and all other items supplied to the Library under the provisions of this Agreement shall be and, provided that the Equipment and Software are used in accordance with Innovative Interfaces' recommended operating procedure, and are not abused or misused, shall remain free from any and all defects and shall conform to all stated specifications, as defined by Appendix F and Appendix G, so long as the System remains under Innovative Maintenance as defined by Appendix D.

11.02 Maintenance payments shall begin 90 days after TestPAC training is successfully completed.[1]

11.03 The representations and warranties by Innovative Interfaces as provided for in Section 11.01 for each Software component shall continue in full force and effect for as long as a valid maintenance agreement exists between Innovative Interfaces and the Library. Any nonconformance of any Software component will be corrected by Innovative Interfaces in the same manner as stated in Appendix D for maintenance and support services.

11.04 Innovative Interfaces warrants that the Licensed Software, as specified in Appendix A, Schedule 1, including any additions, deletions, or modifications thereto, together with the services specified in Appendix A, Schedule 6, including any additions, deletions, or modifications thereto, shall perform successfully as an Integrated Library System in accordance with the documents specified in §13.06. .Innovative Interfaces warrants that the System and its components, as described by Appendix A, Schedule 1, including additions, deletions, and modifications, thereto, shall perform according to the warranty terms, standards, and specifications as set forth in Appendices C and F attached hereto and incorporated by this reference. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR LIBRARY RELATED APPLICATIONS, EXPRESS OR IMPLIED, BY INNOVATIVE INTERFACES WITH REFERENCE TO THE SYSTEM WHICH EXTENDS BEYOND THE WARRANTIES SET FORTH HEREIN.

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[1]TestPAC training shall be considered "successfully completed" at the conclusion of the first two (2) days of onsite training.

XII. TERMINATION

12.01 If, prior to payment by the Library of the Purchase Price in full, the Library defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond 60 days after receipt by the Library of written notice from Innovative Interfaces of such default, then Innovative Interfaces shall have the immediate right to terminate this Agreement and revoke the software license by notice to the Library and to enter upon the Library's premises to repossess and remove any Licensed Software which is not fully paid for by the Library. The Library's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative Interfaces and such taking of possession shall be without waiver of any other remedies Innovative Interfaces may have at law or in equity. In addition, the Library shall be responsible for reasonable costs of removal of the Equipment or Licensed Software, including but not limited to transportation and labor charges.

12.02 (i) If Innovative Interfaces does not fulfill its obligations to deliver, install and test the Licensed Software in accordance with the dates specified in Appendix H, or,

(ii) If the System when installed does not meet the specifications set forth in Appendix F, or,

(iii) If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or,

(iv) If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within 30 days, or,

(v) If Innovative Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

then the same shall constitute an event of default by Innovative Interfaces hereunder, and upon the happening of any event specified in this Section 12.02, the Library may upon 60 days notice to Innovative Interfaces specifying Innovative Interfaces' default terminate this Agreement and such termination shall be without prejudice to any right the Library may have to damages at law or in equity; provided that if Innovative Interfaces or any of its Sureties, Guarantors or Indemnitors remedies its default within the said 60 day period, this Agreement shall remain in full force and effect.

Upon the happening of a default as provided under Section 12.02 (iv) or 12.02 (v), the Library shall be entitled to continue to receive from Innovative Interfaces and continue to use all materials related to all processes of the System. Upon the happening of a default

as provided under Section 12.02 (iv) or 12.02 (v), Innovative Interfaces shall provide to the Library the source code for the Licensed Software. In addition, these materials and all relevant source codes shall be placed in escrow by Innovative Interfaces upon completion of installation. The escrow materials shall be accessible to the Library only upon the happening of an event described in Section 12.02 (iv) or 12.02 (v), and access will be in accordance with the escrow agreement covenants as described in Appendix I. Innovative Interfaces shall maintain in such escrow arrangement at all times a full and current version of the Licensed Software, including any and all documentation of such products and any subsequent updates or releases of such software or documentation. Verification of escrowed materials shall be by certified letter from the escrow agent to the Licensee stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

XIII. GENERAL PROVISIONS

13.01 No party to this Agreement shall have the right to assign its rights or obligations under this Agreement except with the written consent of the other party hereto, which consent shall not be unreasonably withheld.

13.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein or in the Library's purchase orders to Innovative Interfaces. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.

13.03 This Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.

13.04 This agreement is to be governed by and construed in accordance with the laws, including equitable principles, of the State of New Mexico. In addition to, and not in limitation of the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico shall apply to and govern this Agreement. In the event any court or arbitration panel shall determine that, not withstanding the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico does not apply, the principles set forth in such Code shall apply to this Agreement.

13.05 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

Innovative Interfaces
5850 Shellmound Street
Emeryville, California 94608
Attention: President

and in the case of the Library shall be:

Santa Fe Public Library
145 Washington Avenue
Santa Fe, NM 87501
Attention: Director

Any party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by certified mail, upon the date that it shall have been properly registered and deposited in the mail.

13.06 Contract Documents

Each of the Contract Documents listed below is incorporated herein by this reference as if set forth in full, and shall constitute a part of this Agreement. In the event of any conflict in any obligation of the parties pursuant to the below Contract Documents, control shall be determined in the following order of decreasing precedence:

(1) This Agreement, including the attached Appendices A through K.

(2) Innovative Interfaces' response proposal, dated December 6, 1994 to the Library's "Request for Best and Final Offer".

(3) The "Request for Best and Final Offer from Innovative Interfaces, Inc. to Santa Fe Public Library", dated November 1994.

(4) Innovative Interfaces' proposal to the Library dated September 16, 1994.

(5) The "Request for Proposal" from Santa Fe Public Library, dated August 8, 1994.

(6) Correspondence dated 22 November 1995 to Mary Grathwol of the Library from Russell McDonald if Innovative Interfaces including an announcement of Release 9.0.

13.07 Save as otherwise expressly provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

13.08 This Agreement is made and becomes effective when executed by a duly authorized representative of the City of Santa Fe, and by a duly authorized officer of Innovative Interfaces at Emeryville, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

THE CITY OF SANTA FE

Per:
Name:
Title:
Date:

INNOVATIVE INTERFACES

Per:
Name: Gerald M. Kline
Title: President
Date: 5/22/95

CITY OF SANTA FE

By:
Debbie Jaramillo, Mayor

Attest:

By:
Yolanda Y. Vigil, City Clerk

Approved as to Legal Form:

Asenath M. Kepplery, City Attorney

APPENDIX A
Schedule 1
for
Santa Fe Public Library
February 9, 1995

INNOPAC Release 9 Software

200 Online Public Access Catalog $20,000.00
Includes:
- Full Integration of all Modules
- Library Information Screens
- Sophisticated, Easily-searched Indexing
- Keyword and Boolean Search Access
- Patron request item function
- Ability to redirect searches as subject or keywords with a single keystroke
- Ability to browse Items Nearby on Shelf with a single keystroke
- In-depth analysis of patron searches

100 Cataloging Module $30,000.00
Includes:
- Management Information System/Report Generator
- Full Screen Editor
- Online Headings and MARC Coding Verification
- Global Updating
- Heading Changes Report
- Support for the full MARC standard for Bibliographic Records (100,000 characters per record, 10,000 per field)

103 Powerwatch Software[2] $1,950.00

110 1 OCLC Bibliographic Interface[3] $4,850.00

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[2]UPS must conform to Innovative Interfaces' specifications.

[3]Library must provide an RS-232 connection.

107 Authority Control Module[4] $15,000.00

Includes:

- Ability to key and update full MARC Authority records
- Loading MARC Authority records from tape
- Display of Scope Notes in the OPAC

300 Circulation $28,500.00

Includes:

- Checkin/Checkout/Renewals
- Complete Circulation Policy Control[5]
- Holds Management
- Notice Generation and Printing
- Patron Payment History Information
- Circulation statistics by patron, volume, and location

308 PC-Circ Backup Software $650.00

Acquisitions Module

400 Ordering, Receiving/PO printing $9,500.00
401 10,000 order records @ $400/1000 . . . . . $4,000.00
402 Invoice Processing and Fund Accounting $5,000.00
403 Claiming $4,500.00
404 Hierarchical Fund Reports $4,500.00

Includes:

- MARC Output file for archiving
- Vendor file of 750 vendors
- Fund file of 750 funds
- Title key and One Order field indexing
- Audit trails that meet GAAP
- Ability to download bibliographic and order records online from your bibliographic utility
- OPAC display of library-selected order information
- Fund reports in library-specified groupings and levels of detail
- Graphing capability for all fund reports

---

[4]INNOPAC Authority control provides a seamless integration of authority records into both the OPAC and Cataloging modules. Patron searches are redirected based on authority records via a single keystroke. Authority records can be used in cataloging to import subject headings directly into bibliographic records currently being edited.

[5]INNOPAC uses an easily maintained, three-dimensional matrix of patron type, item type, and item location to determine the loan rule under which the item circulates. Each loan rule has 46 variables which allow the library to control every aspect of the loan completely, including renewal privileges, notice texts and frequencies, grace periods, and overdue amounts.

101 67 Simultaneous User Licenses.	$91,250.00
Subtotal, Software:	$219,700.00
Database Profile and Tapeload[6]	$9,500.00
Shipping for Hardware Peripherals	Included
Shipping for Innovative Software	Included
Installation of Hardware and Application Software and System Initialization	$5,175.00
10.5 Days On-Site Training[7]	Included
Documentation[8]	Included

Warranty is extended to 90 days from installation.

GRAND TOTAL	$234,375.00
DISCOUNT 22.62%	($52,784.00)
DISCOUNTED GRAND TOTAL	$181,591.00
Monthly maintenance on INNOPAC system: 933 [illegible]	$2,050.00

[6]Includes loading of Bibliographic, Authority, and Item records in the USMARC Communications format, from a single source and de-duplicated, with an initial load and gap tape, as well as on-going patron loads, with records supplied in a format specified by Innovative Interfaces.

[7]Based upon the modules purchased Innovative provides on-site training of the Library's staff for approximately 10.5 days. A single person will visit the Library for all training trips. This provides a rapport with the Library which allows the trainer to provide "personalized" training sessions based upon the particular needs of your Library.

[8]All INNOPAC systems come with 3 full sets of documentation (4 vols. including a Master Index) as well as a Getting Started manual at no extra cost.

LTI Data Processing[9] for 128,249 Bibliographic Records and 158,535 Item records $19,276.00

All applicable gross receipts taxes are the responsibility of the library.

[9]Includes custom merging of the Library's tapes with the Library's circulation system records and item field creation, and authority control.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 2

THIRD-PARTY SOFTWARE

The Third-Party Software listed below is required for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Central Site Equipment specified in Appendix A, Schedule 3. All Third-Party Software is to be obtained by the Library from another vendor, as listed below.

5756-030 AIX V/3 For RISC 6000
0193 AIX Ver. 3.2.5

5798-RZB IBM Connection Program/400

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 3

CENTRAL SITE EQUIPMENT

The Equipment listed below is Central Site Equipment that the Library will provide for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2. All Central Site Equipment is to be obtained by the Library from another vendor, as listed below. Innovative Interfaces agrees that the equipment listed below will operate with the software listed in Appendix A, Schedule 1.

CENTRAL SITE EQUIPMENT

Unit MDL EC	Qty:	Description
7009-C10	1	IBM 'LIC' RS6000, including:
2415	1	SCSI-2 FAST/WIDE ADPT/A
2434	1	16BIT SCSI-2 F/W ADAPT/A INT
2588	1	2GB SCSI-2 F/W DSK DR SEL
2936	1	ASYNCH CABLE EIA-232/V.24
2937	1	PRINT/TERM INTERPOS EIA-232
3068	1	2GB SCSI-2 F/W INITIAL ORDER-1
4026	4	32MB SIMM MEMORY (SELECT)
4044	1	1MB L2 CACHE
5005	1	SOFTWARE PRELOAD US
6141	1	5GB INTR 8MM TAPE DR SELECT
8128	1	RISC/6000 128 PORT ASYNCH CTR
8130	1	RISC/6000 RSN 16-PORTEIA-232
8131	1	R/6000 128-PORT ACC 4.5METER
9282	1	3.5IN 2.88MB DISK DR SPECIFY
9300	1	LANGUAGE GROUP US ENGLISH
9800	1	POWER CORD U.S./CANADA
9980	2	ETHERNET 802.3 LAN ADAPT SPF

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 4

PERIPHERAL EQUIPMENT

The Peripheral Equipment listed below is Peripheral Equipment that is required for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2, and the Central Site Equipment specified in Appendix A, Schedule 3. The Peripheral Equipment is to be obtained by the Library from another vendor.

No Peripheral Equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 5

DATA COMMUNICATIONS EQUIPMENT

The Data Communications Equipment listed below is Equipment that is required, or to be used for operation of the Licensed Software specified in Appendix A, Schedule 1 with the Third-Party Software specified in Appendix A, Schedule 2, and the Central Site Equipment specified in Appendix A, Schedule 3. The Data Communications Equipment listed below is to be obtained from another vendor.

No equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 6

DATABASE CONVERSION, LOAD, AND CONSULTATION

Qty	Central Site Equip. Item	Purchase Price
	Database Conversion and Load	$9,500.00
	LTI Data Processing for up to 128,249 Bibliographic Records and 158,535 Item records[10]	$19,276.00
	Shipping, Insurance and Installation of Peripheral Hardware	Included
	Software Installation and System Initialization	$5,175.00
	10.5 days On-site Training	Included
	Documentation, as listed in Appendix E, 3	Included
	TOTAL, DATABASE CONVERSION, LOAD AND CONSULTATION[11]	$33,951.00

[10] Includes custom merging of the Library's tapes with the Library's circulation system records, item field creation, and authority control. If processing costs from LTI are more than the listed amount, the Library is responsible for the actual costs and will be billed by Innovative Interfaces for the actual charges.

[11] All costs for services are included in Schedule 1 of Appendix A.

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 7

COST SUMMARY

ITEM	PURCHASE PRICE
Software	$219,700.00
Database, Conversion, Load, Installation, Consultation and other Services	$14,675.00
SYSTEM TOTAL	$234,375.00
Discount	-($52,784.00)
DISCOUNTED GRAND TOTAL	$181,591.00
LTI Data Processing for approximately 128,249 Bibliographic, Records and 158,535Item Records	$19,276.00
MONTHLY MAINTENANCE:	
INNOPAC Software	$2,050.00

GLK

APPENDIX A

CONFIGURATION AND COSTS
SCHEDULE 8

INNOPAC OPTIONAL ADDITIONS

Prices for the following Optional Additions shall be locked in at current (April, 1995) list prices, minus 20% for a period of 18 months after date of contract signing. All other Optional Additions shall be available for purchase by the Library for a period of 18 months after date of contract signing at then-current list prices, minus a 20% discount. Any Optional Additions purchased after that time shall be available to the Library at Innovative's then-current prices.

Optional Additions to be available at the following prices (minus 20%) for a period of 18 months after date of contract signing.

	Software	List Price (March 1995)
1.	Serials Control (Product codes 500, 503, 501)	$15,400.00
2.	Gateway (Product code 201)	$4,500.00
3.	Z39.50	
	Client sub-option (Product code 201B)	$11,500.00
	Server sub-option (Product code 201C)	$11,500.00
	Client and Server purchased together	$19,500.00
4.	WindowPAC (Product code 208)	
	Server Software (Product code 208A)	$7,500.00
	Client software (Product code 208B)	
	First 10	$395.00/ea
	11 and over	$295.00/ea
	Client site license for 100 users or more	$1,000/operating system plus $50 per copy (100 copy minimum)
5.	Enlarged Text (ET) Terminal Software (Product Code ET1)	$3,400.00

G K

APPENDIX B

PAYMENT SCHEDULE

EVENT	AMOUNT	COMMENT
TestPAC Installation	$90,795.00 #23290	50%
System Reliability	$27,239.00 #23291	15%
Functional Acceptance of OPAC, CAT, CIRC	$63,557.00 #23292	35%
Total for INNOPAC System	$181,591.00	100%
LTI Tape Processing	$19,276.00[1] #23293	Due upon successful completion of database load.
TOTAL PAYMENTS	$200,867.00	

→ cancelled & replaced by #23360 ($24,750)

[1] If processing costs from LTI are more than the listed amount, the Library is responsible for the actual costs and will be billed by Innovative for the actual charges.

GWK

APPENDIX C

INNOPAC TAPE LOAD PROCEDURES

Innovative Interfaces will provide to the Library, for the price listed in Appendix B, INNOPAC tape loading services for data in the MARC Communications format consisting of the following:

* Profiling & Specifications Set-Up
* Test INNOPAC
* Conversion of 9-Track Tapes to Cartridge tape
* Initial Tape Load
* Monitoring of Tape Loads

A. PROFILING AND SPECIFICATIONS:

Using the worksheets from the Getting Started manual, Innovative Interfaces will configure the INNOPAC to specifications as agreed upon by both Innovative Interfaces and the Library. These profiles include Field Definitions and Indexing.

B. TEST INNOPAC:

A test set of records (Test INNOPAC) will be loaded into the INNOPAC for examination by the Library. Approximately 20,000 records are loaded as part of the test. It is the responsibility of the Library to examine the Test INNOPAC to determine if records are being loaded according to the agreed specifications. If adjustments need to be made, Innovative Interfaces will make adjustments at this point in load processing and re-do the Test INNOPAC. Upon written approval of the Test INNOPAC by the Library, the remainder of the records in the initial load will be loaded into the INNOPAC.

C. CONVERSION OF 9-TRACK TAPES TO CARTRIDGE:

For INNOPAC Systems which have 9-track tape drives, tapes can be loaded directly onto the INNOPAC. For Systems which have cartridge drives, Innovative Interfaces converts 9-track

tapes to the appropriate type of cartridge tape.

Tapes must be submitted to Innovative Interfaces according to Innovative Interfaces' magnetic tape specifications:

- MARC format
- 1/2" 9-track magnetic tape
- 1600 bpi or 6250 bpi
- ASCII format
- Unblocked
- Unlabelled
- Maximum data per tape of 25,000 records or 25MB of data, whichever is smaller.
- There should be no 999 fields in the records without first obtaining approval from Innovative Interfaces.

D. INITIAL TAPE LOAD:

The initial tape load will consist of the following possible types of records:

a. Bibliographic (or Bibliographic and Item)
b. Authority
c. Patron

Tapes for the initial bibliographic, authority, and patron load must be received forty-five (45) days prior to the install date.

The initial load consists of one complete set of tapes for each possible type of record: Bibliographic, Authority, or Patron. Each set of tapes for a type of record must meet the following criteria:

a. DE-DUPED: Each record should occur only once per set of records. If a record occurs more than once, all multiple occurrences will be loaded.

b. ONE SOURCE: All tapes for a particular type of record must be submitted from a particular source, such as one tape vendor. Different types of records may come from different sources, such as a tape vendor for bibliographic records and the campus computer center for patron records.

Location information which can be derived from holding symbols in the records will be loaded using mapping techniques. From the MARC records, fields and/or subfields may be loaded or excluded from the INNOPAC database. All data within the loaded fields/subfields are stored as they appear on the tape record.

E. MONITORING THE TAPE LOAD:

While the load process is in progress, Innovative Interfaces will monitor the load to assure that disk allocations and other System needs are correct. The Library is responsible for executing the procedures to load the remaining records and maintaining the database conversion log.

Once the initial tapes are loaded, the tape load is complete.

GAP TAPE LOAD:

Gap tapes represent records which have been produced between the time the initial load tapes were produced and when the Library begins adding new records directly on the INNOPAC.

Although gap tapes are not part of the initial load, Innovative Interfaces, as part of its on-going service, will work with the Library in loading these records. One set of gap tapes, if received within six (6) months of System installation, will be loaded and monitored as described above at no additional charge.

Often the gap tape records have been pre-processed by the same tape vendor as for the initial load. If the gap tapes are from a different source, they may require profile changes. Innovative Interfaces will adjust the loading parameters to accommodate these profile changes. However, all tapes that are part of the gap load must be from one source, using the same profiling and load parameters.

Tapes that will be loaded as part of the gap tape load are:

a. Bibliographic (or Bibliog. and Item) Records
b. Authority Records

All tapes that form the gap tape load should be de-duped, that is each bibliographic (or authority) record should only occur once for the entire set of tapes. The consequence of not having the tapes de-duped is that records will load multiple times.

During the gap tape load, the Library does have the option to overlay existing records with the incoming records. The principle of the overlay is that all bibliographic information in the existing record is replaced by the incoming record. Overlays are based on the matching of one indexed field (e.g. OCLC number). If the incoming record matches more than one record in the database, it may either be loaded as an additional record or rejected entirely. It will not overlay just one of the existing records.

If circulation item records are attached to the existing bibliographic record, these item records will be retained without changes. Any item information in the tape record will be used to attach an additional item to the bibliographic record. The overlay process does not replace or modify existing item records.

ADDITIONAL SERVICES:

If the Library requires additional record conversion (e.g tapes from multiple sources) or loading services, Innovative Interfaces may be able to provide these services for an additional charge. The Library shall contact Innovative Interfaces for availability and pricing information if they are interested in additional conversion services.

Patron Records

Patron records may be loaded from tape or by file transfer into your INNOPAC provided they are in one of the three formats listed below:

- MARC-like format (unblocked and variable length, i.e. if written on an IBM mainframe, RECFM=U)
- 80 column punched card image format
- ASCII Text file

Regardless of the format chosen above, the data must be in ASCII (8 bit).

A fourth format is available for libraries that can transfer the patron file into a file on a PC. In that case, you can use the SOFTERM PC program to transfer that file (using the XMODEM protocol through the COM port on the PC) into your library's INNOPAC.

Format 1: MARC

Each field is identified by a MARC tag. All fields are optional. Each MARC-like patron record consists of three sections:

- Leader
- Directory
- Variable-length fields

Leader

The leader is 24 bytes long (byte count 0 through 23). The first 5 bytes (0-4), right justified with zero fill, represent the logical record length. (The length of the record includes the five-byte record length and the record terminator.) Bytes 12 through 16 (from offset 0) contain the 'base address', which specifies the first character position of the first variable length field, and is equal to the sum of the lengths of the leader and the directory, including the field terminator at the end of the directory. The number is right-justified with zero fill. (The base address minus one is evenly divisible by twelve.) The remaining leader bytes should be set to ASCII blanks.

Directory

The directory is a list of the variable-length fields. It contains one 12-byte entry for each field in the record. Each entry consists of the field tag (3 bytes), the length of the field (four bytes) and the starting position of the field relative to the base address (five bytes), e.g., the entry 015000800020 indicates variable field 015 which is 8 bytes long and starts at position 20 after the end of the directory. The first field in the record starts at offset 00000, i.e. the first position after the end of the directory. The directory ends with a field terminator (hex 1E).

Variable-length Fields

Variable fields are identified by the three character tag which is stored in the directory. Each variable field begins with two blanks, followed by a hex 1F (subfield delimiter) and then a lower-case 'a', and then the remaining data in the field. Each field ends with a hex 1E (field terminator). The last character in the record is a hex 1D (record terminator).

There is a sample record on page 34.

Patron Record Content

The minimum needed for a patron record in INNOPAC is a name, tagged as a 100 field. All other fields are optional, and will vary from institution to institution. With one exception (note), fields are not repeatable. Empty fields - that is, fields for which you have no data - should be excluded from the records and from the record directory.

Records on tape can overlay existing records based on any indexed field in the record. For example, if the library includes the social security number in tag 010, it is possible to overlay based on the social security number. It is not possible to use more than one overlay point and it is not possible to vary the overlay tag from record to record. When records are overlaid in INNOPAC, the original record is replaced by the new record. Selected fields may be protected from being overlaid (e.g. circulation information, fines, etc), but it is not possible to transfer selected fields. Fields which will be found on the incoming tape (e.g., name) should not be protected on overlay. Otherwise, both forms of name will be retained.

Libraries may mark records for deletion by adding a 070 field with a content of the letter 'D'. Upon tape load, the patron records are coded for deletion. They are not immediately deleted from the database.

Following are the fields defined for INNOPAC patron records. Feel free to contact your Innovative Implementation Consultant if you have any additions you would like to make. Standard tags are:

Tag	Data
010	Social security number
020	Institution-assigned ID number
030	Barcode number
070	Delete code (the letter "D") if record is to be deleted
080	Expiration date of patron's library privileges (mm-dd-yy), e.g. "02-15-90".
081	Patron code 1 (one character)
082	Patron code 2 (one character)
083	Patron code 3 (000-255), e.g. "003"
084	Patron type (000-255), e.g. "003"
085	Home library code (five characters), e.g. "art "
100	Name (last name first, separated from first name(s) by a comma)
220	Local address (line breaks for printing designated by a "$", max is four lines)

225	Local telephone number
230	Permanent address (same format as field 220)
235	Permanent telephone number
500	Note (up to 80 characters)

Sample Patron Record

▾ = subfield delimiter (hex 1F)
▴ = field terminator (hex 1E)
- = record terminator (hex 1D)
· = ASCII blank

```
      010···▾a123-45-6789▴
      015···▾aR0078986▴
      020···▾a87-B1253▴
      030···▾a2·1306·00040·1234▴
      079···▾a12-31-88▴
      080···▾a06-01-90▴
      081···▾ab▴
      082···▾ax▴
      083···▾a005▴
      084···▾a001▴
      085···▾amainl▴
      100···▾aStudent,·John·A.▴
      220···▾aBox·320$This·Campus▴
      225···▾a2379▴

230···▾a123·Anywhere·St.$Small·Town,·OH·43
210▴
     235···▾a415-555-1234▴-
```

Layout of the record above on tape:

```
00459·····00217·· ····010001600000015001300016020001300029030000
2210351078917·2000a-1800013000F7081001a0008300200060008902300030000
F7084000800105085001000115100002100136220002400160225000900169230
00420021123500170033B···▾a123-45-6789···▾aR0078986···▾a87-B1253···
··▾a2·1306·00040·1234···▾a12-31-88···▾a06-01-90···▾ab···▾ax···▾a00
5···▾a001···▾amainl···▾aStudent,·John·A.···▾aBox·320$This·Campus▴
···▾a2379···▾a123·Anywhere·St.$Small·Town,·OH·43210▴···▾a415-555-12
34▴-
```

Format 2: 80 column punched card image format

Each field is an 80 character punched card image. The first character of the field is a lower case letter that indicates what the field is, e.g. n for name, or a for address. In addition, the first field in any record is the mandatory ZERO field. Below is a description of the ZERO field, and a standard list of lowercase one character alphabetic field codes.

You MUST verify, before you prepare the data, that the one character field codes you use are actually used in your particular institution's INNOPAC system.

Fields that are not used in any particular patron record do not need to be included in the data sent to INNOPAC.

If a field requires more than 79 characters, it may be continued on a second "card". In that case the first character of the second card is a plus sign, indicating that the card continues the previous card. Fields shorter than a card have the rest of the card filled out with blanks.

Fields Used

n name (last name first)
a address1 (each "line" separated by a dollar sign)
t telephone number
b barcode, etc.
h address2
p second telephone number
x note
d department
u institution-assigned ID number (such as, Social Security Number)

Other fields may be defined in consultation with your Implementation Consultant.

Zero Field

The first field in the record is the zero field, and it contains the following 24 characters of fixed length data:

Zero Field Contents	Size
Field code	1 char.(a zero)
Patron type	3 digits (000 to 255), e.g. "003"
Patron code 1	1 char. e.g. "a"
Patron code 2	1 char. e.g. "b"
Patron code 3	3 digits (000-255), e.g. "002"
Patron's home library code	5 chars. e.g. "art "
Patron message code	1 char. e.g. " " ← blank space
Patron block code	1 char. e.g. "-"
Patron exp. date	8 chars.(mm-dd-yy), e.g. "02-15-90"

Fields should be blocked, so that 8,000 characters are transmitted at a time.

Example: 0255ab255xxxxx 06-30-90
n/Jones, John
a234 West 9th St$Anytown, SA 94321
t456-1234
p(312) 312-4567
b2 1234 12345 1234

Note: the dollar sign in the third line indicates a new line when printing circulation notices.

Format 3: ASCII Text File Image

Exactly the same format as the punched card image, except each field ends with a carriage return (hex 0D) and a line feed (hex 0A); also, fields do NOT have to be padded with blanks to 80 characters. Fields may be as long as desired (i.e. there is no need for the continuation card described above).

Example 0255ab255xxxxx06-30-90<CR><LF>
n234 West 9thST$Anytown, SA 94321<CR><LF>
t456-1234<CR><LF>
p(312) 312-4567<CR><LF>
b2 1234 12345 1234<CR><LF>

Format 4:

Exactly the same as Format 3 except that the first field of the record contains "RECORD"; and the fixed-length data elements are each on their own line, preceded by a code (0 to 7) indicating what they are:

Example

RECORD:<CR><LF>
0255<CR><LF>
1a<CR><LF>
2b<CR><LF>
3255<CR><LF>
4xxxxx<CR><LF>
5-<CR><LF>
6-<CR><LF>
706-30-90<CR><LF>
n234 West 9thSTSAnytown, SA 94321<CR><LF>
t456-1234<CR><LF>
p(312) 312-4567<CR><LF>
b2 1234 12345 1234<CR><LF>

APPENDIX D

INNOVATIVE INTERFACES'

MAINTENANCE AND SUPPORT SERVICES

HARDWARE AND SOFTWARE SUPPORT SERVICES

Innovative Interfaces shall provide the Hardware and Software Support Services as specified herein. Such services shall be provided based on Innovative Interfaces' monthly support charge as specified in Appendix A. Maintenance charges will begin 90 days after date of the successful completion of the TestPAC training. The charges as set out in Appendix A shall be for the first one-year period of this Agreement. After the third year, Innovative Interfaces may adjust such charges upward, not to exceed 6% in any one year or the percent change in the consumer price index for urban areas for the previous year upon at least 30 days prior written notice. Innovative Interfaces shall invoice the Library quarterly in advance for all such charges, and the Library agrees to deliver payment within forty-five (45) days after receipt of each original invoice.

(i) Innovative Interfaces will furnish the Library remote service for remedial maintenance assistance between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time Monday through Friday.

Holidays:

New Year's Day
Presidents' Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day
Weekday adjacent to Christmas Day

Remote telephone diagnostic service shall be provided from 9:00 a.m. Sunday through 10:00 p.m. Friday Pacific Time, and Saturday 8:00 a.m. to 6:00 p.m. Pacific Time.

Innovative Interfaces shall make its best efforts to complete repairs within 48 hours of notice excluding weekends and holidays. Maintenance service does not include repairs and replacement parts due to damage caused by fire, lightning, tornado, windstorm, hail, earthquake, explosion smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation [beyond that accommodated by the UPS provided by Innovative Interfaces], or other cause originating by reason of other than normal operation of the equipment, or Library's negligence or misuse of the equipment. The Library agrees, as part of such maintenance service, to take reasonable care of the equipment and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the equipment.

Should the problem involve a peripheral hardware device, including terminals, light pens, laser scanners, or screen printers, Innovative will ship, at Innovative's expense, a replacement unit to the Library by ground transportation the same business day if notified by 2:00 pm (Pacific Time), or the following business day if notified after that time. The Library will ship, at Library expense, the damaged or non-operable peripheral to Innovative by ground transportation.

(ii) On reasonable notice and at Innovative Interfaces' expense, Innovative Interfaces may require the Library to permit Innovative Interfaces to correct Software Bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces shall be responsible for all corrections at Innovative Interfaces' expense.

(iii) The Library will be informed of the release of new modules for the System which may be acquired by the Library from Innovative Interfaces at the then-prevailing market price.

New releases to the Licensed Software (including the Operating System) shall be installed at no cost to the Library. For the purpose of this document, the term "new releases" shall mean improvements in the Software which relate to operating performance but do not change the basic function of the Software.

In the case of the Operating System, new versions will be installed at no charge when the version has been adopted for use by Innovative Interfaces, and there is a compelling reason for proper functioning of the INNOPAC application software.

(iv) Field support for subsequent changes in System parameters shall be performed at Innovative Interfaces' current prices, with quotations to be provided for each required change. However, table modifications shall be considered part of

Innovative Interfaces' regular maintenance support.

REMEDIAL MAINTENANCE

Innovative Interfaces will be responsible for correcting any equipment or software malfunction resulting from the implementation by Library-designated maintenance personnel or instructions provided by Innovative Interfaces in the course of over-the-telephone diagnostic service.

PREVENTIVE MAINTENANCE

Innovative Interfaces will provide on-site service for preventive maintenance, including lubrication, diagnostics, cleaning and replacement of parts based on the needs of the system as determined by Innovative.

ADDITIONAL EQUIPMENT

If the Library adds any additional Innovative Interfaces equipment to the System after the initial installation, the Maintenance Agreement shall be extended to cover the new equipment. The maintenance charges for such equipment shall be based upon Innovative Interfaces' then-current maintenance price list. The 30-day warranty shall commence on the date of installation by the Library of such additional equipment. The additional equipment shall be added to the Maintenance Agreement after such warranty shall expire.

MAINTENANCE TRAINING OF LIBRARY PERSONNEL

Innovative Interfaces will train the Library's designated personnel at the Library's installation sites to enable such personnel to perform any necessary remedial maintenance on the System, Equipment and Software Products purchased pursuant to the Agreement (the "System"). The Library's designated personnel will have access to Innovative Interfaces' telephone service as described herein for diagnostic assistance, as necessary.

LIBRARY'S RESPONSIBILITIES

It shall be the Library's responsibility to prepare and maintain the proper environmental conditions for the system in accordance with the specifications furnished to the Library by Innovative Interfaces. The Library shall assist in the installation of the System and shall arrange for its designated personnel to be available for training during the time period (s) scheduled for installation.

MOVEMENT OF SYSTEM

The Library acknowledges that the specific placement and orientation of the System is crucial to its proper operation. The Library agrees not to move any part of the System, except peripherals, without the approval of Innovative Interfaces after reasonable prior written notice, which approval shall not be unreasonably withheld.

LIMITATION OF LIABILITY

Innovative Interfaces' obligation under this Agreement is limited to repairing the System in accordance with the terms hereof and as set forth in the Purchase and License Agreement. In no event shall Innovative Interfaces be liable to the Library for loss of profits, or other economic loss, including special, consequential or other similar damages arising out of any claimed breach by Innovative Interfaces of its obligations hereunder.

TERMS OF AGREEMENT

Maintenance and support services shall be renewable annually, on a year-to-year basis, for a minimum of 5 years.

APPENDIX E

TRAINING AND DOCUMENTATION [1]

1. TRAINING: Training Schedule

MODULE - FUNCTION	Days of Training
INNOPAC DATABASE	1.0
Searching the database	
OPAC features such as:	
Analysis of patron searches	
Patron Suggestions	
Report Generator, including	
Creating lists of records	
Statistical reports	
SYSTEM MAINTENANCE	1.0
Backing up data to tape	
Passwords	
Loading records from tapes	
Various system files	
CATALOGING	2.0
Keying and updating records	
Downloading from OCLC & RLIN	
Authority control	
Item records for circulation	
CIRCULATION	2.5
ACQUISITIONS	3.0
Includes downloading from OCLC	
SERIALS CONTROL	1.0

[1] This is Innovative Interfaces' recommended Training Outline. The Library will decide how they will specifically use their 10.5 days of training in conjunction with their assigned Library Training Consultant.

Training Methods

The 10.5 days of training are spread over three to five different on-site visits by an Innovative Training Consultant. Depending on your library's requirements, the on-site visits may occur over a period of several months.

Selecting Attendees

Innovative Training Consultants use hands-on training methods, with trainees learning how to use INNOPAC on the system itself. As a result, each training session should be attended by no more than six library staff members. When selecting attendees for training sessions, keep in mind the following recommendations.

- *Supervisors should attend training sessions relating to their area.* Training sessions include discussion of various system options, and supervisors will want to participate in making decisions on how to use the options.
- *At least one or two members of the library staff should be designated as system coordinators.* They should attend *all* of the training sessions.

At the end of any one training session, library staff will understand how to implement and use the module on which they were trained.

In order to allow time for the information provided during training to be fully absorbed, and to allow for follow-up questions and discussion, no more than four days of training should be scheduled during any one visit by an Innovative Training Consultant.

Each training session lasts a full seven hours. Innovative assumes that the library will make arrangements for the appropriate staff to be present once the schedule is mutually agreed upon.

Additional Training

Innovative is prepared, if your library should so desire, to schedule additional training sessions for an additional charge. On the following pages is a detailed outline of topics covered in the training sessions.

TRAINING OUTLINE

The outline below is general in scope and subject to change, depending on equipment, system, or people.

Prior to training, some time is usually devoted to hardware installation and testing. Some assistance is required for locating computer terminals, phone lines, and so forth. Otherwise, this time generally does not involve staff.

Introduction

- Introduction to INNOPAC. Basic design and theory of use.
- Use of terminal. Use of menu-driven system.
- Structure and content of records.

Patron Access Module

- Types of indexes
- Search result: singular, multiple, no-hit
- Displays of different types of records:
  - Bibliographic records
  - Order information
  - Checkin information
  - Circulation item information and availability
  - Authority records
- Redirecting searches:
  - to other subject headings in record
  - to items nearby on the shelf
- Using cross references to redirect searches
- Limiting multiple-hit search results:
  - Limiting by language, date, or location

- Combining qualifiers with Boolean operators

- Keyword searching:
  - Combining keywords in a single search
  - Strategy and input order of search request

- Library information screens:
  - Public service information screens concerning library hours, borrowing privileges, etc.
  - Patron on-line suggestion box

- Connecting to other system for search access

Management Information & the Report Generator

- Information about the system:
  - Online display of file sizes
  - Online display of system codes

- Types of records:
  - Bibliographic records
  - Item records
  - Patron records
  - Authority records
  - Order records
  - Checkin records
  - Course records for reserves

- Creating lists of records and specialized subsets of the database:
  - Searching on fixed-field information
  - Searching on variable-field information
  - Combining searches using Boolean operators
  - Sorting and printing output

- Creating statistical reports

- Analyzing patron searches. Automatic system reporting of all searches by:
  - Type of search
  - Which terminal used
  - Time of search

- Unsuccessful searches

- View patron suggestions from on-line suggestion box

System Maintenance

- Backing up the system data to tape:
  - Loading, unloading the tape unit
  - Files which should be backed up
  - Frequency of back-up function
  - Logs charting backups done

- Maintaining the Password file:
  - Levels of authorization
  - What functions are passworded
  - Entering user initials and password in file
  - Authorizing user for particular functions

- Maintaining system codes:
  - Fixed-length codes
  - Branch location codes
  - Branch addresses
  - Language and country codes

- Maintaining default settings for new records:
  - Bibliographic, authority, item
  - Patron and course types of records

- Hardware details of INNOPAC:
  - Power on/off switch - requirements and restrictions
  - Meaning and significance of signal lights
  - Cable configuration and connections

- Other hardware:
  - Printer loading and ribbon changing
  - Wand reader settings
  - Battery back-up unit

- Loading raw MARC files

Cataloging Module

- Keying new Bibliographic records:
  - Using fixed-length and variable-length fields
  - MARC tagging and INNOPAC tagging
  - System defaults and keying aids

- Downloading records from bibliographic utility (e.g. OCLC):
  - Setting and changing download parameters
  - What fields transfer; how they look after downloading

- Search results: singular, multiple, no-hit
  - Display of records: differences in display from what the patrons see

- Redirecting searches: using same capabilities as found in the patron access mode

- Updating and maintaining records:
  - Update on a per record basis
  - Batch update using Rapid Update
  - Transfer of attached records

- Deleting records from the database:
  - Deleting individual records
  - Batch deletions

Authority Control Module

- Keying new Authority records:
  - Types of fields and MARC tags

- Updating Authority records

- Catalog maintenance reports: automatic reports from INNOPAC on activity which might require authority control or record maintenance:
  - New headings for author or subject headings
  - Invalid headings
  - Blind references
  - Duplicate entries for ISBN, and record number indexes

- Global updates to headings:
  - Updating without verification
  - Updating with verification

- Deleting Authority records from the system

Circulation Module

- Circulation parameters

- Patron records:
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify them
  - Deleting patron records from the system
  - Restrictions on deleting patron who has items checked out

- Updating patron records:
  - Updating on a per-record basis
  - Batch updating of records

- Patron records:
  - Displaying items checked out to patron
  - Displaying items for which patron has placed a hold
  - Examining fines assessed and paid by patron

- Circulation Item records:
  - Attaching Item records to a Bibliographic record
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify

- Deleting Item records from the system:
  - Restriction on deleting when item is checked out to a patron

- Updating Item records:
  - Updating on a per record basis
  - Batch updating of records

- Using wand readers and laser scanners

- Checking out and checking in items

- Due date--information the system uses for automatic calculation of the due date:
  - item type
  - patron type
  - shelving location
  - calendar

- Overdues--system calculation of when item overdue:
  - Generation of overdue notices

- Renewals
  - Calculation of the new due date
  - Circumstances permitting renewal

- Holds:
  - Placing a hold for a specific copy
  - Placing hold for copy returned soonest
  - Maintaining the hold file
  - Clearing the holds shelf
  - Canceling holds

- Fines:
  - How fines accrue
  - Assessing special charges for services--e.g. photocopies
  - Recording payments
  - Billing for non-response to return notice

- Reserve room functions:
  - Establishing a course record, with course number, course name, and professor
  - Placing items on reserve and linking them to a course record
  - Change of status and location for reserve item
  - Removing items from reserve
  - Circulation restrictions for reserve items

- Printing notices:
  - Overdue notices

- Recall notices
- Pickup notices
- Hold cancellation notices

- Creating and using lists of records:
  - Searching by codes and types of records
  - Printing specialized lists
  - Using list to perform batch-mode updating such as re-registration of classes of patrons

Acquisitions Module

Library staff should have some books, orders, and invoices to be used as samples during training sessions. During training, we will take these samples through all phases of the acquisitions process.

- Placing orders and encumbering funds:
  - Keying new records--input new Bibliographic and Order records. Input records for both recently received items and new orders.
  - Retrieval--basic searching methods
  - Updating records
  - Printing purchase orders
  - Receiving ordered items
  - Claiming

- Maintaining the Vendor File:
  - Entering new vendors
  - Updating existing vendors

- Financial functions:
  - Processing invoices for received materials, for on-going serials, etc.
  - Posting; printing registers; and updating financial files
  - Displaying and printing financial reports
  - Establishing new funds and fund reports
  - Making fund adjustments--appropriations, credits, adjustments
  - Posting adjustments to fund files
  - Producing fund activity reports
  - Maintaining posting register logs
  - Daily, monthly routines; yearly fiscal close procedure

- Downloading from bibliographic utility:
  - Downloading bibliographic and order information using pre-determined code defaults
  - Overriding defaults: specifying fund, vendor, and other codes
  - Retention of codes/data for subsequent records

- Advanced retrieval techniques
  - Creating lists of records; sorting and printing; saving and copying review files
  - Statistics

Serials Module

Library staff should have on hand some issues of currently received periodicals and other serials to use as samples. Kardex or other Check-in records for these issues should also be available.

- Creating Check-in records:
  - Check-in records
  - Check-in cards: how to handle regular and irregular frequencies; standing orders

- Checking in serial issues:
  - Expected issues
  - Additional or unexpected issues

- Maintaining Check-in records:
  - Modifying issue information, check-in card parameters
  - Archiving Check-in records

- Building bibliographic records for serials:
  - Keying records
  - Downloading from bibliographic utility

- Check-in labels:
  - Establishing formats
  - Coding Check-in records for type of label
  - Printing labels during checkin

- Claiming issues:

- Claiming late issues during checkin
- Reviewing portions of the serials file systematically and claiming overdue issues
- Printing claim letters

- Special lists of serials
  - Creating lists of serial records
  - Searching for specific issue information
  - Sorting items in the list
  - Specifying data to print

2. TRAINING FOR OTHER MODULES:

Upon provision of the following Software modules, Innovative Interfaces will provide training to Library upon a schedule to be mutually agreed upon by the parties. Charges will be $350 per day plus travel expenses.

3. DOCUMENTATION

Innovative Interfaces will supply with the system described in Appendix A the following documentation:

3 copies of the *INNOPAC User Manual* (volumes 1-4)
1 copy of *Getting Started with INNOPAC*

4. INNOVATIVE CONSULTATION WITH THE LIBRARY:

Innovative Interfaces agrees to provide informal, ongoing management consultation services to the Library over and above the training and regular library systems consultant visits normally associated with this project.

(1) Innovative Interfaces management-level personnel shall, when traveling in the general geographic area, try to be available upon request by the Library to meet with the Library's management at a time to be mutually agreed upon to discuss system growth, telecommunications options, and other topics as necessary and desired by the Library.

(2) As developments of future modules proceed, Innovative Interfaces' personnel shall discuss,

during the above described visits, at user groups meetings, or in written communications to the Library, the impact of this function on system performance, including CPU requirements, disk and memory requirements, terminal requirements, etc. This is not a disclaimer on warranties in this Agreement but an indication of Innovative Interfaces' desire to continue in consultation with the Library and its participating libraries.

APPENDIX F

PERFORMANCE TESTING AND WARRANTIES

1. INTRODUCTION

The Library shall have three contact points with Innovative Interfaces: the Implementation Consultant, the Library Training Consultant, and the Innovative Help Desks. The Library Training Consultant is the project manager for Innovative Interfaces and is responsible for aiding in scheduling the tasks involved in the implementation of Innovative Interfaces' system. Such tasks include management presentations, user training, label ordering, documentation orders, consultation, status updates, and general information.

The Implementation Consultant and Library Training Consultant will work with the Library to insure that the planning and execution of the installation of the hardware, loading of software and databases, training of staff, and overall implementation project management are completed according to the requirements of this Agreement. Once the System is online and operational, the Innovative Help Desks will be the primary point of contact for hardware or software malfunctions, or to assist the Library in exploring other questions or difficulties in the use of the System.

The Innovative Help Desks are available via a toll-free telephone number. The Help Desks shall record all pertinent information regarding the malfunction and shall advise the user as to how the problem will be resolved. Innovative Interfaces shall make every possible effort to resolve a reported problem within eight hours but, due to the complex nature of the System, this is not always possible. In the event of an ongoing unresolved problem, the Help Desks shall make regular contact with the Library in order to keep the Library advised of the status of the problem resolution.

If an applications software problem causes a function or subsystem to be completely inoperable, there are mechanisms within Innovative Interfaces' organization that shall bring this fact to management's attention on a daily basis. Innovative Interfaces' management shall in turn contact Library's management on a daily basis for updates on the status of the problem resolution.

Innovative Interfaces warrants that all available resources shall be used in correcting a function that is being used by the Library that is not working according to the User's Manual.

When the Service Desk determines that a hardware malfunction has occurred, Innovative Interfaces shall Initiate a resolution immediately as prescribed by the Innovative Maintenance Agreement then in effect.

2. WARRANTY GUARANTEE AND LIMITATION

2.1. For as long as a valid maintenance agreement exists between Innovative Interfaces and the Library, Innovative Interfaces warrants that the System shall perform the functions specified by this Agreement and its attachments, including Innovative Interfaces' written proposal and supplemental responses, as referenced by Section 13.07; Innovative Interfaces' documentation, as specified by Appendix E. Innovative Interfaces further warrants that for a period of five (5) years, the Software will be reliable as defined in Appendix G.

2.2. A new release of Software may require more computer resources than a preceding release, in which case the Library at its option may choose:

2.2.a. Not to implement a new release, and Innovative Interfaces will agree to support the Library's then-installed Software release, whereby the Library agrees to explicitly forego the functions and features of the new Release, for an additional two (2) years from the date that Innovative publicly announces the availability of the new Release, or five (5) years from the date of the installation of the System, whichever date is earlier; or

2.2.b. Add the new release, and purchase and install any hardware or software to the existing System that Innovative Interfaces recommends in order to maintain the warranties listed herein, or

2.2.c. Add the new release, without making recommended upgrades to the System, and accept a potential degradation in System performance, relieving Innovative Interfaces of the warranties listed herein.

3. DATABASE PROCESSING AND LOADING THRESHOLDS:

3.1. The Library shall supply Innovative Interfaces with tapes of its complete catalog database in two major installments, the Bibliographic/Item data and the Authority data. Each installment may come with one set of main tapes and one set of gap tapes from the same source. The gap tapes will be merged with the initial loads, and Innovative

Interfaces will supply software for the overlaying of matching bibliographic records and creating additional Item records.

3.2. Innovative Interfaces shall deliver with the licensed Software necessary programs and documentation for the Library to input to the System from an appropriate magnetic medium, and to output from the System onto magnetic tape, using standard streaming tape drive equipment, the following data in appropriate MARC formats where such formats are applicable:

3.2.a. All bibliographic records in MARC formats for:

Books
Serials
Maps
Scores
Sound Recordings
Archives and manuscripts
Computer files

3.2.b. All authority records in MARC formats, for:

Personal names
Corporate/conference names
Subjects
Series
Uniform titles

3.2.c. All holdings and locations data in US MARC format for holdings and locations.

3.2.d. USMARC Community Information format.

3.3. The System shall include capabilities for Authority Control as defined below:

The Association by the System of Bibliographic records and Authority records to provide for online input, update, and inquiry of bibliographic data through collocation of Bibliographic records by or about given authors, subjects, or titles with use of consistent forms of headings and associated cross-references as provided by Authority records. Such Bibliographic records and Authority records shall be input to and output from the System in appropriate MARC formats. The System shall establish associations between and among bibliographic records and Authority records in

real-time from online inputs and updates of Bibliographic records and Authority records, and in batch mode through batch input and update of Bibliographic records and Authority records.

3.4. Databases to be loaded

- Patron File
- Bibliographic and Item
- Authority
- Periodicals and Serial Bibliographic Records

4. REMEDIES:

As the sole remedy of the library for degradations in performance, Innovative Interfaces warrants that if the System, as defined by Appendix A and Appendix F(3), fails to perform according to the provisions of this Appendix F; that Innovative Interfaces shall make necessary software adjustments at no cost to the Library to meet contracted performance levels, no later than 60 days from date of notification by the Library and confirmation by Innovative.

The tests listed in Appendix G will form the measure to determine ongoing system functionality. After the functional acceptance period (120 days from TestPAC Training), ongoing system functionality and the System's reliability will be measured by actual usage.

APPENDIX G

ACCEPTANCE OF SYSTEM

1. GENERAL

1.1. Acceptance Tests

Acceptance of the System as described in Appendix A, Schedules 1 through 6 shall require successful completion, or waiver if not performed within 90 days of initial installation by the Library, of the following Acceptance Tests:

- Functional Performance Acceptance Test
- Software Reliability Acceptance Test

1.2. Acceptance of Changes to System

At the Library's option, acceptance of the System, including but not limited to installation of a new or upgraded Hardware and/or Software configuration, or a new or enhanced Software module or release may also require successful completion of the Acceptance Tests named above in 1.1., which must be attempted or waived by the Library within the following amount of time after such Installation:

Functional Performance Acceptance Test -- 120 days
Software Reliability Acceptance Test -- 60 days

Acceptance of the System, or of any other System, upgrade, or enhancement that requires re-loading of data files, shall require:

1.2.a. Successful loading of the Library's data files, and successful completion of the three types of Acceptance tests with the Library's database.

2. FUNCTIONAL PERFORMANCE ACCEPTANCE TESTS

2.1. After installation of each new Software module, Innovative Interfaces shall train the Library's personnel in, and shall demonstrate to the Library, the operation of the System

in accordance with Innovative Interfaces' documentation as listed in Appendix E. With Innovative Interfaces' approval, the Library may choose to waive such demonstrations and training.

2.2. After acceptance of the module functionality, or 120 days from TestPAC, whichever comes first, the System feature or module will be considered 'accepted' as defined by this agreement.

2.3. During the conduct of these demonstrations and tests, the Library shall inform Innovative Interfaces of variations of the System performance from System documentation, and of errors or "bugs" in the System functions.

2.4. The Functional Performance Acceptance Test shall not be deemed as successfully completed until:

2.4.a. The Database Processing and Loading indexing capabilities described in Appendix F have been verified:

2.4.b. Variations between System functions and System documentation have been corrected:

2.4.c. Errors or "bugs" in System functions have been corrected.

2.5 For 120 days from TestPAC installation or until Innovative Interfaces receives written acceptance of the software's functionality, Innovative Interfaces warrants that if licensed software fails to perform according to the provisions of this Agreement, Innovative Interfaces shall provide one or more of the following remedies:

2.5.a. Make necesssary software adjustments at no cost to the Library no later than sixty (60) days from the date of Innovative's receipt of written notification of the software failure by the Library.

2.5.b. Remove licensed software at no cost to the Library and refund all monies paid by the Library to Innovative Interfaces less the cost of database loads and the LTI processing.

3. SOFTWARE RELIABILITY ACCEPTANCE TEST

3.1 Innovative Interfaces shall notify the Library when the Licensed Software has been installed (hereafter referred to as "Installation"), and is ready for use, and Innovative Interfaces has loaded or has begun to load Library's Bibliographic and Authority records into the System and demonstrated the capability to create item records and build the patron database. The performance period for the Software Reliability Acceptance test (a period of sixty consecutive operational days) shall commence on the next working day following receipt by theLibrary of Innovative Interfaces' certification that such Installation has been completed and is ready for use. Upon commencement of the performance period, operational control becomes the responsibility of the Library. One sixty (60) day period need not expire in order for another performance period to begin. During the performance period hereunder, the System shall be scheduled for use during all regular business hours of the Library. Only downtime which occurs during the regular business hours of theLibrary shall be counted, and this shall be termed "Downtime".

3.2 If the Licensed Software operates at an effectiveness level of ninety-eight percent (98%) or more for period of sixty (60) consecutive operational days from the commencement date of the performance period, it shall be deemed to have met the Library's standard of performance and shall constitute a successful performance period.

3.3 For determining the effectiveness level, Adjusted Downtime should be calculated by multiplying the actual Downtime in hours and whole minutes by the applicable Downtime coefficient, as defined in the following table:

DOWNTIME COEFFICIENTS

Loss of critical functions for the:

(1)	Online Catalog System Searching, Browsing, Authority Control, Display	1.00
(2)	Circulation System Charge, Discharge, Renewal, Holds processing, Patron inquiry, Item inquiry, Data entry	1.00
(3)	Loss of Major Function	0.75

performance period.

3.8 Innovative Interfaces, at its own cost and expense, shall make all necessary adjustments, repairs, and modifications to the Licensed Software so that it shall perform in accordance with the testing standards.

3.9 Innovative Interfaces shall have a total of 90 days from the date of Innovative Interfaces' certification that the Installation is completed to successfully complete the Software Reliability Acceptance Test.

3.10 If the Software Reliability Acceptance Test shall not be successful, Innovative Interfaces, at its own expense, shall make such adjustments, modifications, enlargements, or reconfigurations of the Licensed Software as necessary to obtain a successful acceptance test. After such adjustments, modification, enlargements, or reconfigurations, if any, are made or installed by Innovative Interfaces, Innovative Interfaces shall notify the Library that Innovative Interfaces desires the Library to retry the previously unsuccessful test. The previously unsuccessful acceptance test shall then be performed again by the Library. If the test is again unsuccessful, the procedure set forth herein shall be repeated.

3.11 If the Software fails to complete a Software Reliability Acceptance Test within 120 days of the date of TestPAC Installation, the Library has the option to waive the requirement for successful completion, or to return to Innovative Interfaces the Licensed Software. Innovative Interfaces will return to the Library all monies paid to Innovative Interfaces for the Licensed Software described in Appendix A, Schedules 1 and 4, less the costs for database load described in Appendix A, Schedule 6.

APPENDIX H
PROJECT IMPLEMENTATION PLAN

Upon assignment of the implementation team and periodically thereafter, the Library and Innovative Interfaces shall jointly review this Project Implementation Plan and make such revisions/additions to it as are mutually agreed upon in writing. This review shall also serve to clarify each Event, and establish intermediate Events and Dates as necessary.

DATE	EVENT NUMBER	RESPONSIBLE PARTY	DESCRIPTION
June 1995	1	Both	Contract Signing
Within 2 wks of Contract signing	2	Innovative	Send Documentation and assign project implementation team
June 1995	3	Library	Send data to LTI
October 1995	4	Library	Deliver data from LTI to III
October 1995	5	Library	Deliver completed worksheets to III
October 1995	6	Library	Installs CPU and OS and makes it available
November-December 1995	7	Innovative	Testpac Training
December 1995-January 1996	8	Library	Testpac Approved
No longer than 120 days from Testpac	9	Library	Acceptance on Cataloging, Circulation, and OPAC
As Mutually Scheduled	10	Both	Load Gap Tapes

Sequence and dates for future trainings to be mutually determined between the Library and Innovative Interfaces' Implementation Team.

GK

APPENDIX I

ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW

So long as the above-described license is in full force and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces and the Library agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, Innovative Interfaces will pay to list the Library on the escrow policy for one year from the signing of this Agreement; thereafter the Library may elect to continue on the policy for as long as the Library maintains a license to the Software, and the Library pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the Library at the address listed in 13.07;

A. The Escrow Agent shall be Data Securities International, 49 Stevenson Street, Suite 550, San Francisco, CA 94105. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Data Securities International to deliver the escrow material to such newly designated Escrow Agent.

B. Source code material shall be released to the Library by the Escrow Agent upon the occurrence of the following event:

i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or

ii. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.

C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the Library in

writing of the existence of a conflicting demand.

D. Should the Library elect to continue on the Escrow policy, cost for annual renewal shall be $150.00 for the first year renewal. Second and subsequent renewal fees shall be determined by the Escrow Agent, but with a percentage increase to the Library of not more than 5% or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS

Verification of escrowed materials shall be by certified letter from the Escrow Agent to the Library stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION

In the event that the software supplied to the Library pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

IV. CONFLICTING DEMANDS

In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL

In the event that the material escrowed hereunder is released to Licensee, said materials shall nevertheless remain the property of Innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. The Library agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The Library agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.

APPENDIX K

LTI TAPE PROCESSING COST GUIDELINES

Innovative Interfaces' guidelines for passing through the LTI tape processing cost:

(1) Fixed fee option: The Library will be billed $19,276.00 for LTI processing on up to 128,249 bibliographic and 158,535 item records. Any actual cost beyond this amount will be billed to the library by Innovative Interfaces;

(2) Invoice actual cost from LTI regardless of the amount for a $1,495.00 handling fee from Innovative Interfaces:

(3) Contract with LTI directly.

Authority Control Processing

LTI charges only for titles with MARC records. There will be no authority control processing for titles without MARC records.

LTI Quote for Santa Fe Public Library

Actual figures from LTI confirmed to Santa Fe Public Library:

(1) LBPITEM records in AS400 database is 158,535 x $.07 . . . . . $11,097.45

(2) LBPITEM records in AS400 database is 128,249 x $.055 . . . . . $ 7,053.70

(3) LTI hourly rate for custom programming is $75/hour; estimate 15 hours required for the conversion of the Santa Fe database.

(3a) 15 Hours x $75 = ... $ 1125.00

TOTAL $19,276.00

Innovative Interfaces Inc. (III)

Addendum #1

ITEM # 06-0259

ADDENDUM

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, United States of America (hereinafter referred to as "Innovative Interfaces")

-and-

THE CITY OF SANTA FE (hereinafter referred to as the "Library")

WITNESSETH:

WHEREAS Innovative Interfaces and the Library entered into an Agreement dated May 22, 1995;

WHEREAS the Library wishes to purchase the items as set out in Schedule A of this Addendum, and the Library shall pay Innovative Interfaces according to the terms as set out in Schedule B.

WHEREAS the Library wishes to purchase these items as an upgrade to an existing System;

WHEREAS this Addendum and its Appendices, are herewith incorporated into the original Agreement between Innovative Interfaces and the Library. The whole Agreement, and all Appendices, shall apply to this Addendum in full force and legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

CITY OF SANTA FE

By: David Coss

Name: David Coss
Title: Mayor

Date: 5-12-06

ATTEST:

By: Yolanda Y. Vigil

Name: Yolanda Y. Vigil, CMC
Title: City Clerk

cemtg 5/10/06

Date: 5-18-06

Approved As To Form:

Anne Lovely, Acting City Attorney

INNOVATIVE INTERFACES, INC.

By: James A. Hofbauer

Name: JAMES A. HOFBAUER
Title: EVP - CFO

Date: 5-17-06

SCHEDULE A

Confidential Price Quotation for
SANTA FE PUBLIC LIBRARY
February 22, 2006

MILLENNIUM SYSTEM EXPANSION:

A. Basic Millennium Software

[100-M] MILLENNIUM WEB MANAGEMENT REPORTS

Graphical access to a full suite of management reports, including

- Age of collection report
- Collection development report, cross-tabulation of cataloging, ordering and circulation data
- Patron search statistics and analysis
- Circulation statistics including cross-tabulation of item and patron data
- Vendor performance statistics
- Downloadable to spreadsheet programs for further analysis

[100-MD] MILLENNIUM CATALOGING/DATABASE MANAGEMENT

Access to all cataloging functions from a web-based graphical client, plus

- Millennium Global Updating
- Automatic authorities processing
- Multiple record editing windows
- Sort attached records by any field in the summary display; preserve that order
- Direct access to all attached records
- Direct access to improved Create List function
- Ability to define a single contextual link to a content provider of library's choice
- Session statistics per login
- View/place/capture Holds
- Bib/item location synchronization
- Record-by-record output in XML format

[105-K] **Advanced Keyword Searching**

- Available in WebOPAC and all Millennium staff clients
- Pre-limiting of searches
- Simple and/or "advanced" search screens
- Adjacency/proximity searching
- Keyword indexing and retrieval from subject; notes; title and author fields

[204] EXPORT BIBLIOGRAPHIES

- Allows OPAC users to place certain records into a special file that they can transfer [download] to a file, a printer, or an email address.

[300-M] MILLENNIUM CIRCULATION

Access to all circulation functions from a web-based graphical client, plus

- Direct access to patron database for editing; new record creation

- Direct access to Create List function
- URL's supported in course records
- Visual and audio alerts to special conditions, customized per login
- Direct, interactive access to graphical library calendar for all date-dependent functions

[305A] EMAIL CIRCULATION NOTICES

[107D] AUTOMATIC AUTHORITIES PROCESSING
- Includes re-indexing of authority records

Subtotal ..... **$ 59,000**
Less Millennium allowance ..... **-$ 11,800**
Software Total ..... **$ 47,200**

B. Millennium Services

ONSITE TRAINING
4 days in 2 visits -- includes expenses

INDEXING EXPANSION
Complimentary re-indexing to upgrade system to 2005 indexing standards, including as necessary:
- Re-indexing of 505 Title Subfields - Any bibliographic record with a 505 field that contains the subfield t will be included in the title index.
- Re-indexing of ISN Index - This re-indexing allows a search for an ISSN or ISBN without entering the punctuation in the search string.
- Re-indexing of Volume Numbers for Numeric Sorting - Volume numbers currently sort left to right [1, 10, 13, 2, 200, 3, etc.]. After this re-indexing volume numbers will sort in numeric order [1, 2, 3, 10, 13, 200, etc.]
- Re-indexing of Numbers - This adds numbers to the keyword index.
- Selective Indexing of Punctuation - This includes certain punctuation marks, such as '+', in phrase indexes.
- 125 Character Phrase Indexing - The current limit on the search string is 75 characters. This indexing will increase the limit from 75 to 125.

Basic Millennium Services..... $ 6,000

C. Optional Additional Software
(An increase to monthly maintenance of 1% will apply to the following optional software products 12 months after installation)

(201AM)	Web Access Management	$9,500
(305G)	Teleforms 1 line, 2 messages	$13,450
(310M)	Millennium Graphical Self-check	
	Base price, including one license	$9,000
	Two additional licenses	$6,400
(325)	Online Patron Self-Registration	$5,500
(408C)	EDIFACT Electronic Ordering	$5,000
(415)	EDIFACT Invoicing	$2,950

Sub-Total	$51,800
Less Millennium Allowance	- $10,360
TOTAL	$38,880

Hardware

a) **Hardware upgrade to Innovative Sun V240 platform**
- MILLENNIUM Sun V240 CPU
- 1 Ghz UltraSPARC® IIIi processor
- 2 GB RAM (Maximum memory capacity 16Gb)
- 4 x 36 Gb UltraSCSI Disk Drives (10,000 RPM)
- Software RAID mirroring
- Solaris 9 Operating System
- Millennium application license to run under Solaris operating system
- Internal DVD-ROM drive
- 10/100/1000 Mbps Ethernet connectivity
- 400W Power Supply
- U107 UPS 1.4KVA
- External 20/40 4mm DAT tape drive
- Associated cables/controllers

b) **Machine setup, software services, migration of database and users**
c) **One day on-site service (including expenses)**
d) **Shipping, insurance**

Software Subtotal	$ 24,150
Less Millennium allowance	-$ 4,830
Hardware Total	$ 19,320

GRAND TOTAL..... $111,400

NOTES:
1. The proposed system expansion must be purchased as a package to qualify for allowance.
2. There will be no increase in monthly maintenance for this expansion package except for optional additional software products listed in Section C.
3. Payment may be made over two fiscal years with no carrying charges; payment may be made over three or four years with carrying charge of 8% on unpaid balance after second year.
4. Taxes are not included in the quoted prices but, if applicable, may be charged by Innovative Interfaces at point of invoicing.
5. This quotation is confidential between Innovative Interfaces and Santa Fe Public Library and is valid for 90 days.

SCHEDULE B
PAYMENT SCHEDULE

Grand Total	**$111,400**

Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

These amounts are excluding taxes. The Library will be responsible for all applicable taxes.

Innovative Interfaces Inc. (III)

Addendum #2

ITEM # 11-0452

ADDENDUM No. 2

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, United States of America (hereinafter referred to as "Innovative Interfaces")

-and-

THE CITY OF SANTA FE (hereinafter referred to as the "City" or the "Library")

WITNESSETH:

WHEREAS Innovative Interfaces and the City entered into the original Agreement dated May 22, 1995 for the purchase of equipment, software, maintenance and related services to Library, as set forth in detail in Appendix A, Schedules 1 through 6 (hereinafter referred to as the "Agreement"); and

WHEREAS Innovative Interfaces and the City, pursuant to Paragraph 13.03 of the Agreement, have amended the Agreement by a November 21, 2000 agreement entitled "City of Santa Fe Hardware and Software Purchase and Maintenance Agreement" whereby the City purchased certain software and hardware listed in Paragraph 1 of said agreement. The parties further amended the Agreement by another amendment entitled "Addendum" (hereinafter referred to as "Addendum No. 1") dated May 12, 2006 and its attached Schedules A and B; and

WHEREAS the City and Innovative Interfaces have entered into yearly Hardware and Software Maintenance Agreements since the original Agreement; and

WHEREAS the City, by this Addendum No. 2, hereby agrees to purchase an integrated software upgrade for the Innovative Interfaces' software and hardware that the Library currently possesses and has a maintenance agreement for this software and hardware; and

WHEREAS the City, within fifteen (15) days of final acceptance by the City, shall pay Innovative Interfaces the sum of thirty six thousand dollars ($36,000) for Innovative Interface's satisfactory completion of installation and implementation of said integrated software system upgrade; and

WHEREAS this Addendum No.2 is herewith incorporated into the original Agreement, the 2000 Agreement, and Addendum No., between Innovative Interfaces and the City. All of these agreements between the parties, as a whole, shall apply to this Addendum No. 2 in full force and legal effect; and

WHEREAS both parties agree that the governing law is the law of the State of New Mexico. Further, both parties agree and consent to the jurisdiction and venue of the First Judicial District Court, Santa Fe, New Mexico.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 as of the date last written below.

CITY OF SANTA FE

By: Robert Romero
Name: Robert P. Romero
Title: City Manager
Date: 5/27/11

By: Kathryn Raveling
Name: Kathryn L. Raveling
Title: Finance Director
Date: 5/26/2011

ATTEST:

By: Yolanda Y. Vigil
Name: Yolanda Y. Vigil, CMC
Title: City Clerk
Date: 5-31-11

INNOVATIVE INTERFACES, INC.

By: Arlene Debergue
Name: Arlene Debergue
Title: Customer Accounts
Date: 5/25/2011

Approved As To Form:

Judith Amer for
Geno I. Zamora, City Attorney
5/26/11

Innovative Interfaces Inc. (III)

Addendum #3

ITEM # 17-1341

ADDENDUM #3 TO
INNOVATIVE INTERFACES, INC. AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation having its principal place of business at 5850 Shellmound Way, Emeryville, CA 94608 (hereinafter referred to as "***Innovative***"), and the **CITY OF SANTA FE**, (hereinafter referred to as "***Library***").

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011 (Item#11-0452)(the "***Addendum #2***")(together the "***Agreements***") and

WHEREAS, Library desires to license from Innovative certain software, and software maintenance and support services, in connection with such license, and software maintenance and support services, the parties desire to amend the Agreements as set forth in this Amendment; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Additional License.** Subject to the terms of the Agreements, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "Additional Software License") to use the software (the "Additional Software") on a perpetual license basis described in Exhibit 1 of this Amendment. The software maintenance and support services terms, and price of the Additional Software License will be as respectively set forth in the corresponding quotes in Exhibit 1.

2. **Maintenance and Support Terms and Conditions.** The Library agrees to purchase from Innovative the software maintenance and support services described in Exhibit 1 and Exhibit 2 attached to this Amendment for the price and per the terms specified in Exhibit 1 and Exhibit 2 attached hereto. Innovative will provide software maintenance and support services set out in Exhibit 1 and Exhibit 2 for as long as the Library is current on payment to Innovative of the annual software maintenance and support services fees.

3. **Currently Licensed Software.** The software the Library currently licenses from Innovative is as set out in Exhibit 3 attached hereto.

4. **Term.** Subject to the early termination provisions set forth in the Agreements, this Agreement will be effective for an initial term of three (3) years following the Effective Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

5. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon written notice being given by the Client to Innovative. The Client's decision as to whether sufficient appropriations are available shall be accepted by Innovative and shall be final.

Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreements, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

DATE: 12/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 12/13/17

APPROVED AS TO FORM:

10/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

12.19.17
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:
12109.5307.10

INNOVATIVE INTERFACES INCORPORATED

See attached
HILARY NEWMAN, SVP LIBRARY SERVICES

DATE:

Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreements, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE:

_____
JAVIER GONZALES, MAYOR

DATE:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 12/13/17

APPROVED AS TO FORM:

_____ 10/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

INNOVATIVE INTERFACES INCORPORATED

_____
HILARY NEWMAN, SVP LIBRARY SERVICES

DATE: 10/19/2017

EXHIBIT 1

Additional Terms:

1. **Fees.** All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.

2. Commencing upon year 2 and thereafter, Innovative will have the right to increase rates for services being renewed by 2.5% over the previous year.

[APPROVED QUOTES FOLLOWS THIS PAGE]

innovative

Invoice

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
billing@iii.com

Invoice #	INV-INC18129
Invoice Date	5/14/2018
Terms	
PO #	
Due Date	7/6/2018
Site Code	sanfe
Created From	Sales Order #SO-INC19396
Currency	US Dollar

Bill To

Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Description	Options	Amount
Sierra Core Bundle Maintenance		64,517.60
Current Staff Users		0.00
SIP2 Interface Maintenance		0.00
1 July 2018 to 30 June 2019		

Total	64,517.60
Amount Due	US$64,517.60

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661

For billing inquiries contact us at:
1-510-655-6200 or billing@iii.com

EXHIBIT 2

Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the Agreements. The terms set forth herein supplement, but do not replace or modify, the Agreements terms.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the Agreements.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours; excludes holidays and weekends
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Library must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Library Contact"). When a Library Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Library; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Library environment; (vi) Library's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Library; and (viii) technical consulting services provided by Innovative at Library's request (e.g., change orders, integration development, or configuration design and implementation), unless Library notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Library acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Library will be solely responsible for its adherence thereto.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Library has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Library for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Library Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Library Contact that the Diagnosis and repair effort will be at no charge to Library unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Library Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Library at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Library Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Library Contact, Innovative will undertake to repair the Non-Warranty Error and charge Library for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Library to report issues. Library may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Library should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

EXHIBIT 3

Currently Licensed Software

ProductCode	*Description*
101-M	Unlimited Web OPAC user licenses
101-S	73 staff users
102-M	Unlimited Data License
107	Authority Control Option
200W	WebPAC Pro
201C-2	Z39.50 Client / Client Broadcast / Server
104	File Transfer Software
122B	Synchronize bibliographic locations
110N	OCLC Interactive Via the Network
318-2	Telephone Renewal System - two phone lines
305D	Teleforms D - 1 line
400-M	Sierra Acquisitions
100-M	Sierra Reports
100-MD	Sierra Cataloging
300-M	Sierra Circulation
105-L	Advanced Keyword Method II
107D	Automatic Authorities Processing
201-AM	Sierra Web Access Management
201-AM/URL	URL checker
204	OPAC Export
305A	Circ Notices via E-Mail Option
310M	SIP2 with 6 licenses
325	Online Patron Registration
408C	Electronic Ordering (EDIFACT) via FTS format
415	EDIFACT Invoicing
102-M	Unlimited Data License
201WS	Spell Check
105F-M	Scoping
317-URL-I	Patron API (URL)
201FB	RSS FeedBuilder
111	Scheduler
	Statistics
	Selection Lists
	Automatic Link Maintenance
	Offline Circulation
	Sierra Rest API
	Create Lists
	SQL Access

Innovative Interfaces Inc. (III)

Addendum #4

Addendum # 4

This **Addendum #4** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Addendum will have the meanings set forth in the Agreement (as defined below).

WHEREAS, the Client and Innovative Interfaces Incorporated are parties to the Agreement made effective as of May 22, 2006 (as amended from time to time, the "***Agreement***"); and

WHEREAS, the Client desires to purchase from Innovative certain upgrades to the Software and, in connection with such purchase, the parties desire to amend the Agreement as set forth in this Addendum; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Additional Software License.** Subject to the terms of the Agreements, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "Additional Software License") to use the software (the "Additional Software") on a subscription license basis described in Exhibit 1, attached hereto. The software maintenance and support services terms, and price of the Additional Software License will be as respectively set forth in the corresponding quotes in Exhibit 1.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

[Signature Page Follows]

Exhibit 1

Pricing Exhibit

1. **Fees**. All Fees must be paid to Innovative within 30 days following receipt of the invoice.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

innovative

Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date	3/20/2018
Quote #	EST-INC6832
Payment Terms	Net 30
Overall Contract Term (Months)	48
Contract Start Date	
Contract End Date	
Sales Rep	Dennis Carter
Site Code	sanfe
Expires	6/18/2018

Bill To
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Ship To
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Sierra Cloud Hosting	License - Term	1	Sierra Cloud Hosting Includes Cloud Hosting with Standard Backup for Sierra production only		0.00	0.00

Total Fees US$0.00

Innovative Interfaces Inc. (III)

Addendum #5

ITEM # 18-1313

ADDENDUM #5 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011, Item#11-0452 (the "***Addendum #2***"), Addendum #3 dated December 19, 2017, Item#17-1341 (the "***Addendum #3***"), and Addendum #4 dated May 18, 2018 (the "***Addendum #4***") (together the "***Agreements***") and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal**. Pursuant to the Agreements, Client will pay to Innovative $64,517.60 for the term running from July 1, 2018 through June 30, 2019, for the products and services set forth on the attached Invoice, INV-INC18129.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 11/29/18

CONTRACTOR:
INNOVATIVE INTERFACES INC.

HILARY NEWMAN, SVP
LIBRARY SERVICES

DATE: 9/28/2018

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE: CC mtg. 11/14/18

APPROVED AS TO FORM:

ERIN McSHERRY, CITY ATTORNEY

DATE: 11/16/18

APPROVED:

MARY McCOY, FINANCE DIRECTOR

DATE: 11/16/18

Business Unit: 12100-530710

Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the Agreements. The terms set forth herein supplement, but do not replace or modify, the Agreements terms.

1. **Maintenance and Support**. Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the Agreements.

2. **Error Response**. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours; excludes holidays and weekends
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Library must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Library Contact"). When a Library Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Library; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Library environment; (vi) Library's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Library; and (viii) technical consulting services provided by Innovative at Library's request (e.g., change orders, integration development, or configuration design and implementation), unless Library notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Library acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Library will be solely responsible for its adherence thereto.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Library has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Library for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Library Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Library Contact that the Diagnosis and repair effort will be at no charge to Library unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Library Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Library at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Library Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Library Contact, Innovative will undertake to repair the Non-Warranty Error and charge Library for the associated technical services performed.

5. **Ticket Management and Escalation**. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Library to report issues. Library may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Library should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

CNA74872XX (1-15)

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. **Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured.**

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional

insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. Bodily injury, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. bodily injury or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured;**

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. bodily injury or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part;**

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard**
is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death,

humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured**
has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**
Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that
first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured**should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:
This insurance does not apply to:

Expected or Intended Injury

Bodily Injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE
Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or
received.

Professional health care services means any health care services or the related furnishing of food,
beverages, medical supplies or appliances by the following providers in their capacity as such but solely
to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human
clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by
any common fact, circumstance, situation, transaction, event, advice or decision will be considered to
constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental
to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:
This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other
liability insurance available to the **Insured** (or which would have been available but for exhaustion of its
limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not
limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident.**

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk
transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance
purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in
the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did
not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

policy period, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

> **6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You
> Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage**
> to:
>
> **a.** any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured**
> with the permission of the owner; and
>
> **b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer
> consecutive days.
>
> The Damage To Premises Rented To You Limit is $500,000. unless a different Damage to Premises
> Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(II) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with
the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@; or
(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and
replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

• Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is
a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment,
past employment or termination of employment of any person by any **Insured.**
Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional Insured endorsement to this **Coverage Part.**

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled
Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **Insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **Insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

> **(a)** liability to such party for, or for the cost of, that party's defense has also been assumed in such
> **insured contract**; and
>
> **(b)** such attorney fees and litigation expenses are for defense of such party against a civil or alternative
> dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the
definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

> **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such

suit are such that no conflict appears to exist between the interests of the **Insured** and the interests
of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and
(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a
$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a
$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled
Exclusions is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but
only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if
such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of
$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES**

coverage,
and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named**
Insured's Coverage Part, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended
to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of
payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. your work included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise
to the **claim.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTRACT TYPE	DESCRIPTION	AMOUNT
ORIGINAL		$ 181,591.00
ADDENDUM #1	Software hardware Upgrade	$111,400.00
ADDENDUM #2	Software Upgrad	$36,000.00
ADDENDUM #3	Maintenance	62,944.00
ADDENDUM #4	Move to the Cloud	0
Total		$ 391,935.00

Innovative Interfaces Inc. (III)

Addendum #6

ITEM # 20-0033

ADDENDUM #6 TO
INNOVATIVE INTERFACES INCORPORATED AGREEMENT

This **ADDENDUM** is made and entered into as of the date of the last signature of the parties hereto (the "***Effective Date***"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation ("***Innovative***"), and the **CITY OF SANTA FE** (the "***Client***"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, Library and Innovative are parties the Innopac Contract dated May 22, 1995 (the "***Innopac Agreement***"), the Addendum dated May 18, 2006 (Millennium) Item#06-0259 (the "***Addendum #1***"), Addendum #2 dated May 27, 2011, Item#11-0452 (the "***Addendum #2***"), Addendum #3 dated December 19, 2017, Item#17-1341 (the "***Addendum #3***"), Addendum #4 dated May 18, 2018 (the "***Addendum #4***"), and Addendum #5 dated November 29, 2018 (the "***Addendum #5***") (together the "***Agreements***") and

WHEREAS, the Client owes Innovative annual renewal amounts in connection with the Agreements; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Annual Renewal**. Pursuant to the Agreements, Client will pay to Innovative $66,130.54 for the term running from July 1, 2019 through June 30, 2020, for the products and services set forth on the attached Invoice, INV-INC21706.

2. **Miscellaneous.**

a. This Addendum will become effective upon execution by both Innovative and the Client.

b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.

c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.

d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 1/29/2020

CONTRACTOR:
INNOVATIVE INTERFACES INC.

HILARY NEWMAN, SVP
LIBRARY SERVICES

DATE: 8/1/2019

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Ccmtg 12/11/19

DATE: 1-29-20

APPROVED AS TO FORM:

ERIN McSHERRY, CITY ATTORNEY

DATE: 8/14/19

APPROVED:

MARY McCOY, FINANCE DIRECTOR

DATE: 1/29/20

Business Unit: 100601 . 530710

GB LIBRARY INNOVATION INTERFACES

Final Audit Report 2020-09-11

Created:	2020-09-10
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaCEaKzE-N2tareZtgNJv6BtkU42LKQqI

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City of Santa Fe New Mexico
Memorandum

Date: August 26, 2020

To: Public Works Committee
Finance Committee
Governing Body

Via: Kyra Ochoa, Community Services Department Director

From: Gino Rinaldi, Division of Senior Services Director

ITEM AND ISSUE:
A RESOLUTION ADOPTING THE 2022-2026 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY SERVICES DEPARTMENT.

BACKGROUND AND SUMMARY:
The state-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long Term Services Department.

Attached is the 2022-2026 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is completely beholden to the rules and regulation of the State Department of Finance and Administration. It includes the top ten projects for DSS for 2022-2026. The Fiscal Impact Report which is also attached shows no direct impact on the City's operating budget.

ACTION REQUESTED:
Request for approval of a resolution to adopt the 2022-2026 Senior ICIP.

ATTACHMENTS:
Resolution, FIR, 2022-2026 Senior ICIP

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

A RESOLUTION

ADOPTING THE 2022-2026 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY SERVICES DEPARTMENT.

WHEREAS, the City of Santa Fe, New Mexico recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts; and

WHEREAS, these capital outlay projects are for improving seniors' access to various services and programs that the Division of Senior Services provide; and

WHEREAS, investing in capital outlay projects for seniors is essential to meet the current and future demands of the growing aging population in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY OF SANTA FE, NEW MEXICO that:

1. The City of Santa Fe hereby adopts the attached 2022-2026 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services; and
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

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/Senior Services ICIP 2022-2026

Infrastructure Capital Improvement Plan FY 2022-2026

Mary Ester Gonzales Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
35925	2022	001	MEG Senior Center Electrical System Upgrade	Facilities - Senior Facilities	0	100,000	0	0	0	0	100,000	100,000	No
34245	2022	002	MEG Senior Center Vehicles	Vehicles - Senior Facility Vehicle	0	862,005	0	0	0	0	862,005	862,005	No
34803	2022	003	MEG Senior Center Corral Improvements	Facilities - Senior Facilities	0	628,019	0	0	0	0	628,019	628,019	No
34813	2022	004	MEG Senior Center Remodelling	Facilities - Senior Facilities	0	1,956,852	0	0	0	0	1,956,852	1,956,852	No
34814	2022	005	New Senior Center	Facilities - Senior Facilities	0	368,865	0	6,615,000	0	0	6,983,865	6,983,865	Yes
35931	2022	006	MEG Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	75,000	0	0	0	0	75,000	75,000	No
34247	2022	007	MEG Senior Center HVAC Replacement	Equipment - Senior Center Equipment	0	140,000	0	0	0	0	140,000	140,000	No
34248	2022	008	MEG Senior Center Carpet Flooring Replacement	Facilities - Senior Facilities	0	90,000	0	0	0	0	90,000	90,000	No
31794	2022	009	MEG Senior Center Landscaping	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No
31793	2022	010	MEG Senior Center Roof Replacement	Facilities - Senior Facilities	36,500	324,710	0	0	0	0	361,210	324,710	No

Number of projects: 10

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	36,500	4,595,451	0	6,615,000	0	0	11,246,951	11,210,451

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 001 **Priority:** High **ID:**35925

Project Title: MEG Senior Center Electrical System Upgrade **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 100,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe, County of Santa Fe, NM.

Scope of Work: Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	100,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	100,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos
Water Rights	N/A	0	0	0	0	0	0	

Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	No	0	10,000	0	0	0	0	10,00
Construction	No	0	90,000	0	0	0	0	90,00
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	100,000	0	0	0	0	100,00
	Amount Not Yet Funded	100,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings Not applicable.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Every capital infrastructure project that Senior Services administers, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If the electrical system is not upgraded, the electrica snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 002 **Priority:** High **ID:**34245

Project Title: MEG Senior Center Vehicles **Class:** Replace Existing **Type/Subtype:** Vehicles - Senior Facility Vehicle

Contact Name: Gino Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 862,005 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To purchase, replace and equip program vehicles for Mary Esther Gonzales Senior Center in City of Santa Fe, Santa Fe County, NM.

Scope of Work: To purchase, replace and equip seventeen (17) program vehicles : a) nine (9) sedans for In-Home Support and Activities Use; b) two (2) regular transit vans and five (5) wheelchair vans in Transportation Section; and c) one (1) Hot shot for Meals on Wheels use. These vehicles will be purchased and equipped according to the City of Santa Fe's procurement procedures which will be a combination of Statewide Price Agreement and bidding.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	862,005	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	862,005		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos

Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	N/A	0	0	0	0	0	0	
Furnishing/Equipment	No	0	862,005	0	0	0	0	**862,00**
TOTALS		0	862,005	0	0	0	0	**862,00**
	Amount Not Yet Funded	862,005						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings All the 17 vehicles are older than 10 years old and have more than 100,000 miles. Cost of repairs and maintenance whic averages about $2,000 a year per vehicle would be prohibitive.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. County of Santa Fe, Santa Fe Civic Housing Authority, ALTSD.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD requires a monthly and final report on project status. Also, they require DSS to obtain a Notice of Obligation before DSS can start expending the funds.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. By improving access to employment (20% of Seniors are employed), health care & other services, transportation projects like this one can increase economic productivity & development.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Based on the 2017 statistics, 10% of Senior population (some 830 people) residing within the City don't own a vehicle which matches the no. of Seniors (860) we transported in 2017.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Several vehicular studies involving the elderly indicate that older drivers cause more accidents than any other age groups & their rate of fatal collisions per mile travelled is also the highest.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 003 **Priority:** High **ID:**34803

Project Title: MEG Senior Center Corral Improvements **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 628,019 **Proposed project start date:** 2022

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and improve the Senior Center's corralled area at Mary Esther Gonzales Senior Center, City of Santa Fe, in Santa Fe County, NM.

Scope of Work: Expand the existing corralled area, add more parking spaces, build new storage facility and construct a new wire fence to protect Senior Center's assets and improve safety and security. Detailed work includes: 1) demolish the existing wire fence; 2) expand the corralled area to include the expanded parking lot; 3) Resurface parking lot; 4) build new storage facility; 5) construct new wire fence; and 6) landscaping. This project will be co-managed by Senior Services and Public Works and will follow City of Santa Fe's procurement procedures.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	628,019	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	628,019		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos

Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	No	0	0	0	0	0	0	
Design (Engr./Arch.)	No	0	10,300	0	0	0	0	10,30
Construction	No	0	617,719	0	0	0	0	617,71
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	628,019	0	0	0	0	628,01
	Amount Not Yet Funded	628,019						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Four DSS vehicles were vandalized and 1 was stolen because they were not parked in the corralled area for lack of parking space. DSS spent a couple of thousand dollars in repairs.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Sheriff's Office, Santa Fe County, ALTSD.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. ALTSD requires a monthly report (both online and hard copies) of the status of the project. They also require a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. We transport an average of 800 Seniors to grocery shopping, medical appointments, etc. Last FY, DSS served about 2,000 Seniors; some were County residents (MOW and In-Home Support).

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All the 21,000+ Seniors residing in the City of Santa Fe have the opportunity to benefi from various programs and services Senior Services provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Our drivers, respite care providers, and homemakers will feel more secured when they park or take out th vehicles to transport their clients.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 004 **Priority:** High **ID:**34813

Project Title: MEG Senior Center Remodelling **Class:** Renovate/Repair **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 1,956,852 **Proposed project start date:** 2022

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and remodel the Mary Esther Gonzales Senior Center located at the City of Santa Fe, Santa Fe County, NM.

Scope of Work: This project will add another 5,150 sq ft of floor space to the MEG Senior Center which includes 1) expanding and converting the current fitness room into an adaptive gym to accommodate handicapped Seniors; 2) building two ADA multi-purpose rooms (arts and crafts rooms); and 3) adding Title III offices/rooms to be used for client re/assessment, respite rooms for clients wi Alzheimer's and dementia, and records room per HIPA code and regulations.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	1,956,852	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,956,852		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos

Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	No	0	109,280	0	0	0	0	109,28
Construction	No	0	1,847,572	0	0	0	0	1,847,57
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	1,956,852	0	0	0	0	1,956,85
	Amount Not Yet Funded	1,956,852						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Like anything else, maintaining an old(er) facility is more expensive than a new(er) one.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD because we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. ALTSD requires a monthly report (both online via CPMS and notarized hard copy) of project status. They also require obtaining a Notice of Obligation before funding can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. In the last FY, we serviced about 4,000 Seniors. These are 4,000 Seniors who are healthier, socially active, living in their homes and community and not being a burder to the State.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Potentially, all senior citizens (age 60 and older) residing in the City of Santa Fe, whic was 21,401 based on 2015 Census Bureau estimates.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Avoid trips and falls due to small spaces (not ADA compliant especially arts and crafts room, fitness room and toilets).

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 005 **Priority:** High **ID:**34814

Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 6,983,865 **Proposed project start date:** 2025

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe, in Santa Fe County, NM.

Scope of Work: 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design includi architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	6,983,865	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,983,865		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cos
Water Rights	N/A	0	0	0	0	0	0	

Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	No	0	10,000	0	0	0	0	10,00
Design (Engr./Arch.)	No	0	358,865	0	0	0	0	358,86
Construction	No	0	0	0	6,615,000	0	0	6,615,00
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	368,865	0	6,615,000	0	0	6,983,86
	Amount Not Yet Funded	6,983,865						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	368,865	Yes	Yes	No	No	No	0
2	6,615,000	No	No	Yes	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	6,983,865						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No
If no, please explain why:	This is a proposed new facility.

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project would potentially benefit 21,401 seniors residing in Santa Fe City based o 2015 US Census.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable loca state and federal laws and regulations.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 006 **Priority:** High **ID:**35931

Project Title: MEG Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 75,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, purchase and install a hot/cold steam serving table and salad bar for Mary Esther Gonzales Senior Center Cafeteria in City of Santa Fe, Santa Fe County, NM.

Scope of Work: 1) Plan and design a hot/cold steam serving table and salad table that is ADA accessible; 2) solicit 3 bids; 3) purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	75,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	75,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cos
Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	

Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	N/A	0	0	0	0	0	0	
Furnishing/Equipment	No	0	75,000	0	0	0	0	75,00
TOTALS		0	75,000	0	0	0	0	75,00
	Amount Not Yet Funded	75,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current steam table and salad bar are falling apart and costing too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of workin age.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 007 **Priority:** High **ID:**34247

Project Title: MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 140,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe, Santa Fe County, NM.

Scope of Work: Purchase, replace, equip and install four (4) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	140,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	140,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cos
Water Rights	N/A	0	0	0	0	0	0	

Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	N/A	0	0	0	0	0	0	
Furnishing/Equipment	No	0	140,000	0	0	0	0	140,00
TOTALS		0	140,000	0	0	0	0	140,00
	Amount Not Yet Funded	140,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD as we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

or stop working.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 008 **Priority:** High **ID:**34248

Project Title: MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 90,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347

Legislative Language: To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe, Santa Fe County, NM.

Scope of Work: Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	90,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	90,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos

Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	No	0	90,000	0	0	0	0	90,00
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	90,000	0	0	0	0	90,00
	Amount Not Yet Funded	90,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, an funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Maintenance costs would be much less.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This project is completed as soon as the carpeting is replaced.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Department of Finance, Shirley Coca-Barela (Financial Analyst)

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County o Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project could potentially benefit 21,401 senior citizens residing within the City of

Santa Fe ba

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	A 2013 study on fall injuries in adults associated wit rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets.

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 009 **Priority:** High **ID:**31794

Project Title: MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 50,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe, Santa F County, NM.

Scope of Work: 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2022	2023	2024	2025	2026	Total Project Cos
	N/A							

Water Rights		0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	No	0	5,000	0	0	0	0	5,00
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	
Construction	No	0	45,000	0	0	0	0	45,00
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		0	50,000	0	0	0	0	50,00
	Amount Not Yet Funded	50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, ar funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis i put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? No

If yes, please list the other entity. Parks and Recreation,

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 010 **Priority:** High

ID:31793

Project Title: MEG Senior Center Roof Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 361,210 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe, Santa Fe County, NM.

Scope of Work: During the 2016 Legislative session, the City of Santa Fe received funding in the amount of $36,500 which was fully executed on March 8, 2018. However, this funding would not be enou to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layer 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and ventilating roof and sealing all roof penetrations with NovaLink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	98,000	Yes	36,500	0	3/8/2018	Proj begins mid Nov.
ALTSD	263,210	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	361,210		36,500	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2022	2023	2024	2025	2026	Total Project Cos
Water Rights	N/A	0	0	0	0	0	0	
Easements and Rights of Way	N/A	0	0	0	0	0	0	
Acquisition	N/A	0	0	0	0	0	0	
Archaeological Studies	N/A	0	0	0	0	0	0	
Environmental Studies	N/A	0	0	0	0	0	0	
Planning	N/A	0	0	0	0	0	0	
Design (Engr./Arch.)	No	0	10,000	0	0	0	0	10,00
Construction	No	36,500	314,710	0	0	0	0	351,21
Furnishing/Equipment	N/A	0	0	0	0	0	0	
TOTALS		36,500	324,710	0	0	0	0	361,21
	Amount Not Yet Funded	324,710						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources o activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund. If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, a funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complet
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes
If no, please explain why:	

ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Cost of repairing leaking, old roof over and over again is expensive.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD and DOH.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Healthier older adults cost less to Medicare and Medicaid programs.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All senior City residents numbering 21,041 based on 2015 US Census Bureau have th opportunity to benefit from various programs and services DSS provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

Infrastructure Capital Improvement Plan FY 2022-2026

ICIP for Mary Ester Gonzales Senior Center

Contact: Eugene Rinaldi
1121 Alto St (Physical Address)
PO BOX 909 87504-0909 (Mailing address)
Santa Fe, NM 87501

Telephone No.: 505-955-4710

Email Address: earinaldi@santafenm.gov

County: Santa Fe

Entity Type: SF

Procurement Officer Name: Frances Dunaway

Telephone No.: 505-955-6432

Email Address: fadunaway@santafenm.gov

Financial Officer Name: Mary McCoy

Telephone No.: 505-955-6171

Email Address: mtmccoy@santafenm.gov

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

In March 2019, in preparation for formulating the 2022-2026 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2018-2019.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents.

This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at MEG Senior Center has increased from previous years, it still the traditional retirees; not the Baby Boomer retirees.

Appendix I: ICIP Completion Certification Form

FY 2022-2026 ICIP Completion Certification

Form This certifies that

City of Santa Fe Senior Services	01142
Official Entity Name	ICIP Entity Code

has completed and entered the information required for the FY 2022-2026 Infrastructure Capital Improvement Plan (ICIP), to include the following for each project (please check mark each item completed):

1. Entity Information.
   - ☒ ICIP Officer, Procurement Officer, Financial Officer: name, telephone, email
   - ☐ Legislative District
   - ☒ COG District number
   - ☒ Address Information
   - ☒ Entity type
   - ☒ Compliant with Executive Order 2013-006
   - ☒ Asset management plan and/or inventory listing of capital assets
   - ☒ Project Priority Process
   - ☒ Capital Improvement Goals
   - ☒ Factors/Trends Considered
2. Capital Project Detail.
   - ☒ Priority
   - ☒ Year/Rank
   - ☒ Project Title
   - ☒ Project Contact Information
   - ☒ Total Project Cost
   - ☒ Class
   - ☒ Type/Subtype
   - ☒ Project Location (include Latitude/Longitude)
   - ☒ Legislative Language
   - ☒ Scope of Work
   - ☒ Secured/Potential Funding Budget
   - ☒ Project Budget
   - ☒ Phasing Budget
   - ☒ Operating Budget
   - ☒ Who will Own, Operate, Fiscal Agent, Own Land, Own Asset, and Maintain
   - ☒ #19 Answer all questions as related to each specific project

Gina Rinaldi — 08/26/2020

Authorized Signature — Date (xx/xx/xxxx)

Gina Rinaldi

Printed Name

FIR No. 3279

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Senior Services ICIP 2022-2026**

Sponsor(s): Councilor Abeyta

Revie wing Department(s): Community Services

Staff Completing FIR: Anya Alarid Date: 08/26/20 Phone: 505-955-4744

Revie wed by City Attorney: _____ Date: Sep 10, 2020

Revie wed by Finance Director: _____ Date: Sep 9, 2020

Summary:
The purpose of the Resolution is to adopt the 2022-2026 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services. The community of Santa Fe will benefit from the adoption of the ICIP resolution which will enable City to apply for State senior capital outlay funding. The capital grants will provide capital funds for DSS facilities, vehicles, and other operating equipment.

Departments Affected:
Community Services/ Division of Senior Services

Consequences of Not Enacting Legislation:
The Division of Senior Services would not be able to apply for funding under General Obligation Bond (2022) and Severance Tax Bond (2021). In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules and Regulations.

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

Performance and Administrative Implications:
Yes. Existing personnel will be utilized to spend grant funds.

Fiscal Implications:
This Resolution allows the City to be eligible to apply for State Legislative Capital Outlay grants. Existing personnel will be utilized to spend grant funds. Submission of this plan is a requirement of the State's Department of Aging and Long-Term Services and Department of Finance.

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:

Senior Services 2022-2026 ICIP (For Signature)

Final Audit Report 2020-09-10

Created:	2020-09-10
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATqZwd7s81jsQswRO0PFcQ3RPySu8PoGh

"Senior Services 2022-2026 ICIP (For Signature)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-09-10 - 0:20:27 AM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-09-10 - 0:25:30 AM GMT

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Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
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Signature Date: 2020-09-10 - 2:38:29 PM GMT - Time Source: server- IP address: 67.180.3.211

Signed document emailed to Mary McCoy (mtmccoy@santafenm.gov), Jesse Guillen (jbguillen@ci.santa-fe.nm.us), earinaldi@santafenm.gov, and Erin McSherry (ekmcsherry@santafenm.gov)
2020-09-10 - 2:38:29 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **September 23, 2020**

TO: **Governing Body**
Finance Committee
Public Safety Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (9-23-20)

FROM: **Ben Valdez, Deputy Chief of Police** 9/23/20

ITEM AND ISSUE:
Request for the Approval of the Agreement for Inmate Confinement between the County of Santa Fe and the City of Santa Fe for the incarceration, care and maintenance of persons charged with or arrested for a crime. Term of the contract is for a period of four (4) years from the time of approval by both the City of Santa Fe and Santa Fe County. The amount varies each month by the number of inmates, day and any medical costs not covered by the detention center. The amount budgeted for FY21 is $482,000. The estimated Total Amount for the four (4) year period is $ 2,000,000. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department requires a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime. This service has been provided by the Santa Fe County Adult Detention Center and remains the most cost effective method due to the proximity to the City limits.

PROCUREMENT METHOD:

The procurement method is Exempt per 13-1-98A – procurement of items of tangible personal property of services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202180.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration/1000310
Munis Object Name/Number: Detention Center/510410

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

City of Santa Fe, New Mexico

memo

Date: **September 14, 2020**

To: **Fran Dunaway, Chief Procurement Officer**

From: **AnnaMarie Bowen, Fiscal Administrator** AMB

Subject: **Exemption Determination Request**

Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe for the Inmate Confinement Agreement.

City of Santa Fe follows the New Mexico State Procurement code.

State Procurement Exemption: ***13-1-98 A (State Agency)*** *- procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County
Amount: Varies month to month, total amount Budgeted for FY21 is $482,000.
Term: 08/10/20 to 08/09/24

Approved Exemption

Fran Dunaway

Fran Dunaway (Sep 23, 2020 08:43 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Inmate Confinement Agreement

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 Police Department Staff Name Deputy Chief Ben Valdez

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: _____

AnnaMarie Bowen	Fiscal Administrator	09/14/20
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Sep 23, 2020 08:43 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 # **3202180**

Contractor: **Santa Fe County**

Description: **Inmate Confinement Agreement - addresses the costs and conditions the City will pay for the housing of City of Santa Fe's inmates.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/10/20** Term End Date: **08/09/24**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Munis Contract # 3200846 (Previous Agreement)

Budgeted Amount for FY21 is $482,000. The cost for FY20 was $337,247. Three year cost average was $504,367.

3. Procurement History: **New Contract for 4 years with Santa Fe County, Munis Contract # 3202180**

Fran Gunaway (Sep 23, 2020 08:43 MDT) Sep 23, 2020

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** increase to daily costs for housing inmates

4. Funding Source: **General Fund (100) Police Administration** Org / Object: **1000310/510410**

Alexis Lotero (Sep 22, 2020 09:08 MDT) Sep 22, 2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **ext. 5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Agreement No.

AGREEMENT
FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE

THIS AGREEMENT is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail in the Contractor's jurisdiction; or (ii) are in imminent danger and are housed in the Contractor's facility;

WHEREAS, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to house Contractor's inmates from time-to-time on the terms and conditions as set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a jail in the Contractor's jurisdiction, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for housing inmates

2. **COMPENSATION.** The Contractor shall pay the County a cost of $95.00 per day for each full or partial calendar day for a Contractor's inmate who is housed at SFCADF. SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.

3. **CONDITIONS OF HOUSING.** The County will house Contractor's inmates consistent with SFCADF's prevailing policies, post orders and other routine

practices, unless additional housing policies are specified by an appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.

5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.

6. **TRANSPORTATION.** Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.

7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as the inmate's sentence from the Contractor has not been completed, or charges remain pending in the Contractor's jurisdiction.

8. **MEDICAL CARE.**

   A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.

   B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's inmates housed at SFCADF.

   C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care for Contractor's inmates at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of $20.00 per officer, per hour, and $ .55 per mile, to and from an appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for officers providing security

during the period of any off-site medical confinement that exceeds 24 hours.

D. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.

9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is four years unless earlier terminated pursuant to Paragraph 10 below (Termination).

10. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of $255.00 per day beginning on the 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor's inmates.

11. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and 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 or otherwise.

12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within 24 hours of the transfer.

14. **RECORDS AND AUDIT.**

A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall

be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.

15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by the parties.

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

17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

18. **ACCESS BY CONTRACTOR.** The Contractor, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which Contractor's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.

19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

20. **APPROPRIATIONS.** The Contractor's performance under this Agreement is contingent upon sufficient appropriations and authorizations begin made by Contractor's City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Contractor's City Council, the housing of Contractor's inmates shall terminate upon written notice given by the Contractor to the County. The Contractor's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by the parties.

Contractor:

_____ Date: _____
Alan M. Webber, Mayor

Attest:

_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Sep 9, 2020 10:46 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary T. McCoy, Finance Director

Santa Fe County:

_____ Date: _____
Katherine Miller, Santa Fe County Manager

Approved as to form:

Roberta D. Joe for G.S.S. Date: September 9, 2020
Gregory S. Shaffer, Santa Fe County Attorney

Finance Division:

_____ Date: _____
Yvonne S. Herrera, Finance Director

2020 09 09 Inmate Confinement Agreement County City SFADF 2020

Final Audit Report 2020-09-09

Created:	2020-09-09
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOgv1aMi7zqFAOaj458RDFbkyu0C72w5Q

"2020 09 09 Inmate Confinement Agreement County City SFADF 2020" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-09 - 4:44:49 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-09 - 4:45:36 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-09 - 4:45:48 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-09 - 4:46:46 PM GMT - Time Source: server- IP address: 174.56.49.116

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us), acbowen@santafenm.gov and Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-09 - 4:46:46 PM GMT

GB POLICE INMATE CONFINEMENT WITH SF COUNTY

Final Audit Report 2020-09-23

Created:	2020-09-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7zQUpK0kOuviyMi7AMS0UZsnqq1GsS_E

"GB POLICE INMATE CONFINEMENT WITH SF COUNTY" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-09-14 - 11:15:27 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-09-14 - 11:19:57 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-09-22 - 3:06:32 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-09-22 - 3:08:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-09-22 - 3:08:03 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-09-23 - 2:42:53 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-09-23 - 2:43:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-09-23 - 2:43:39 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **September 16, 2020**

TO: **Governing Body**
Finance Committee
Public Safety Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police

FROM: **Ben Valdez, Deputy Chief of Police** BValdez DC 9/16/20

ITEM AND ISSUE:
Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is $ (539.662.35) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 8 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford F-250 Truck (1)	$31,127.00	2200068	570950
Ford Interceptor Utility Hybrid (7)	$259,763.00	2230310	570950
Total costs for 8 vehicles:	**$290,890.00**		

EQUIPMENT	COSTS
Vehicle wireless antenna, printer, driver's license reader, and accessories	**$3,693.20**
Vehicle docking mounts, laptop docking stations	**$7,814.00**
Panasonic Toughbooks	**$38,152.00**
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	**$168,903.59**
Motorola Solutions communication and software	**$17,404.56**
Kennel for Animal Services Truck	**$12,805.00**

Total costs for emergency equipment, laptops and installation **$248,772.35**

Total purchase cost: Vehicles, equipment and installation $539,662.35

Alexis Lotero
Alexis Lotero (Sep 23, 2020 17:24 MDT)

Ford F250 Truck

One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our communications system and OneSolution Dispatch and Records Management System.

Ford Police Interceptor Utility Hybrid

Seven Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our communications system and OneSolution Dispatch and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

The base cost of the standard Interceptor Utility is $31,345 and the base cost of the Interceptor Utility Hybrid is $33,959; a cost difference of $2,614. With each vehicle we are anticipating a savings of approximately $2,695 in fuel per vehicle a year if fuel is $2.75 a gallon. The cost difference between the Interceptor Utility Hybrid and the standard Interceptor Utility will be made up within the first year of use and our Department will benefit from a reduced fuel cost each year thereafter for the service life of the vehicle. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is $13,475 per hybrid vehicle.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to begin transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

PROCUREMENT METHOD:

The procurement method is CES Contract [Chalmers Ford] #2202-31A-C103-ALL which expires on July 16, 2024.

The procurement method is the NM Statewide Price Agreement (Chalmers Ford] # 00-00000-19-00015 which expires on October 6, 2020.

The procurement method is the NM Statewide Price Agreement [Code 3 Service, LLC] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions] # 60-000-15-00008AY which expires on July 31, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of New Mexico] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 70-000-16-0014AJ which expires on November 4, 2020.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Animal Services/Fund 220
Munis Org Name/Number: POL Animal Services/2200068
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223
Munis Org Name/Number: Police Admin (Spec Rev)/2230310
Munis Object Name/Number: Inventory Exempt Equipment/572400

Fund Name/Number: General Fund/Fund100
Munis Org Name/Number: Police Administration GF/1000310
Munis Object Name/Number: Data Processing/570800

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, Code 3 Services, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

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: Santa Fe Police Department Staff Name: Ben Valdez, Deputy Chief of Police

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: _____

AnnaMarie Bowen — Fiscal Administrator — 09/16/20

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway 9/23/20

Fran Dunaway (Sep 23, 2020 17:31 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 PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford

Procurement Title: CES Contract #2020-31A-C103-ALL

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: Santa Fe Police Department Staff Name: Ben Valdez, Deputy Chief of Police

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YES	N/A	
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☐	☒	State Price Agreement
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☐	☒	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

AnnaMarie Bowen — Fiscal Administrator — 09/16/20

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 any resulting contract.

*

CHALMERS

Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	073120-1
QUOTE DATE	July 31, 2020
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Pricing Pursuant to CES Price Agreement 2016-018-C101-ALL		
1	2020 Ford F250 4x4 Regular Cab Pickup, Includes Power Windows/Locks/Doors, remote keyless entry, Tow Package, Cruise Control, AT tires, Cloth 40/20/40 Bench Seat, 6.2L Gas Engine, 6-Speed Auto Trans, E-Locker rear Axle, Running Boards, Bed Delete, Retain rear bumber, Back up camera	38,705.00	$38,705.00
1	CES Discount (21%)	(8,463.00)	($8,463.00)
1	Ford Motor Company Destination and Delivery	1,595.00	$1,595.00
1	Options Discount	(1,200.00)	(1,200.00)
1	Spot Light 6-inch	490.00	490.00
		SUBTOTAL	31,127.00
		TAX	0.00
Proposal Valid for 30 Days		FREIGHT	
			$31,127.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

DocuSign Envelope ID: B82C699A-061B-413A-BB7E-0CBEB9AF72BD

Your New Mexico Purchasing Cooperative
CES
Since 1979

Contract Award Letter

July 17, 2020

Thomas M. Cullen
Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

DocuSign Envelope ID: B82C699A-061B-413A-BB7E-0CBEB9AF72BD

PRICE LIST

(PRICE LEVEL CODE 040)

	MODEL		SERIES CODE	BASE VEHICLE PRICE	SUGGESTED RETAIL
ALL MODELS	REGULAR CAB	4x2	F2A	142 in. Wheelbase - XL	$ 34,035
			F2A	142 in. Wheelbase - XLT	38,815
		4x4	F2B	142 in. Wheelbase - XL	36,825
			F2B	142 in. Wheelbase - XLT	41,615
	SUPERCAB	4x2	X2A	148 in. Wheelbase - XL	36,370
			X2A	148 in. Wheelbase - XLT	41,480
			X2A	148 in. Wheelbase - Lariat	46,930
			X2A	164 in. Wheelbase - XL	36,570
			X2A	164 in. Wheelbase - XLT	41,680
			X2A	164 in. Wheelbase - Lariat	47,130
		4x4	X2B	148 in. Wheelbase - XL	39,160
			X2B	148 in. Wheelbase - XLT	44,285
			X2B	148 in. Wheelbase - Lariat	50,115
			X2B	164 in. Wheelbase - XL	39,370
			X2B	164 in. Wheelbase - XLT	44,485
			X2B	164 in. Wheelbase - Lariat	50,320
	CREW CAB	4x2	W2A	160 in. Wheelbase - XL	37,625
			W2A	160 in. Wheelbase - XLT	43,310
			W2A	160 in. Wheelbase - Lariat	49,260
			W2A	160 in. Wheelbase - King Ranch	57,835
			W2A	176 in. Wheelbase - XL	37,825
			W2A	176 in. Wheelbase - XLT	43,510
			W2A	176 in. Wheelbase - Lariat	49,460
			W2A	176 in. Wheelbase - King Ranch	58,030
		4x4	W2B	160 in. Wheelbase - XL	40,425
			W2B	160 in. Wheelbase - XLT	46,105
			W2B	160 in. Wheelbase - Lariat	52,445
			W2B	160 in. Wheelbase - King Ranch	61,025
			W2B	176 in. Wheelbase - XL	40,635
			W2B	176 in. Wheelbase - XLT	46,310
			W2B	176 in. Wheelbase - Lariat	52,650
			W2B	176 in. Wheelbase - King Ranch	61,225
			W2B	160 in. Wheelbase - Platinum	66,225
			W2B	176 in. Wheelbase - Platinum	66,425
			W2B	160 in. Wheelbase - Limited	83,930
			W2B	176 in. Wheelbase - Limited	84,130
	ALL MODELS		—	Destination and Delivery	1,695

	DRIVE	OPTION CODE	POWERTRAINS	SUGGESTED RETAIL
ENGINE	4x2/4x4	99T	6.7L Powerstroke Diesel V-8	$ 10,495
		99N	7.3L Engine Option on F250 Pick-up	2,045
AXLE	4x2/4x4	X3H	Axle, Electronic-Locking (Ratio 3.31)	390
		X3J	Axle, Electronic-Locking (Ratio 3.55)	390
			Axle, Electronic-Locking (Ratio 3.55) W/ 17Y	N/C
		X3E	Axle, Electronic-Locking (Ratio 3.73)	390
		X4M	Axle, Electronic-Locking (Ratio 4.30)	390
			Axle, Electronic-Locking (Ratio 4.30) W/ 17Y	N/C
		X35	Axle, Non Limited-Slip (Ratio 3.55)	N/C

MODEL		OPTION CODE	TIRES	SUGGESTED RETAIL
		642	Wheels, 20 Inch Premium Polished	$ 1,420
		643	Wheels, 20 Inch Premium Polished	1,420
		649	Wheels, 20 Inch Chrome PVD	1,340
REGULAR/ SUPER/CREW CAB	4x2/4x4	TBM	LT245/75Rx17E BSW AT (XL)	165
		TCD	LT265/70Rx17E OWL AT (XL/XLT)	455
		TCH	LT275/65Rx18E BSW AS	N/C
		TDX	LT275/70Rx18E BSW AT	265
		TDU	LT275/70Rx18E OWL AT	290
		TCW	LT275/65Rx20E OWL AT	N/C
		TD8	LT245/75Rx17E BSW A/S PLUS	N/C
REGULAR/ SUPER/CREW CHASSIS CAB	4x2/4x4	512	Spare Tire and Wheel (with Box Delete)	295
		64U	Wheels, 20 Inch Polished Aluminum w/ 535	N/C

DocuSign Envelope ID: B82C699A-061B-413A-BB7E-0CBEB9AF72BD

PRICE LIST

(PRICE LEVEL CODE 040)

MODEL	TRIM SERIES	TRIM TYPE	SEATS		SUGGESTED RETAIL
	XL	L	Vinyl High Back Bucket		$ 355
REGULAR CAB	XL	1	Cloth 40/20/40 Split Bench - Regular (XL Only)		100
		4	Cloth High Back Bucket (Regular Cab)		515
SUPER CAB	XL	4	Cloth High Back Bucket (Super Cab)		515
CREW CAB	XL	4	Cloth High Back Bucket (Crew Cab)		615
		1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)		315
SUPER CAB	XL	1	Cloth 40/20/40 Split Bench - Super Cab (XL Only)		100
SUPER CAB/CREW CAB	XLT	2	Cloth Luxury Captains Chairs w/ Console		945
			Cloth Luxury Captains Chairs w/ Console w/17P		300
		17L	Lariat Sport Appearance Package		4,295
	Lariat	6	Leather 40/20/40 Split Bench (Lariat Monotone)		N/C
CREW CAB	Lariat	90R	Heated Rear Seats		300

	OPTION CODE	OTHER OPTIONS		SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	62M	Adjustable Gas and Brake Pedals (Lariat)		N/C
	18B	Cab Steps (w/ Regular Cab XL)		$ 320
		Cab Steps (w/ Super/Crew Cab XL)		445
	18C	6 inch Cab Steps, Chrome Angular (XL/XLT/Lariat, SC, CC)		695
	471	Camper Package		160
	166	Carpet Delete (XLT/Lar)		(50)
		Carpet Delete (XL)		N/C
	16S	All-Weather Floor Mats (SC/CC)		135
		All-Weather Floor Mats (RC)		90
	592	Clearance Lights, Roof		95
	18C	6 Inch Cab Steps, Chrome Angular (KR)		N/C
	41H	Heater, Engine Block		100
	54F	Mirrors, PowerScope® Power Glass T-Tow (XLT)		280
	54K	Manual Telescoping Trailer Tow Mirrors (XL w/ 90L)		N/C
	17C	Chrome Package		1,125
		Chrome Package w/ XLT		N/C
	96M	King Ranch Monochromatic Paint Package		N/C
	17X	4X4 Off-Road Package		400
	85D	Universal Garage Door Opener		125
	66S	Upfitter Switches (6)		165
	954	Paint, Lower Accent Two-Tone (Lariat)		470
		Paint, Lower Accent Two-Tone (King Ranch)		N/C
	76R	Reverse Sensing System (XLT)		295
	85D	Universal Garage Door Opener (KR/PL/LTD)		N/C
	41P	Skid Plate Package		100
	473	Snow Plow Package		250
	525	Cruise Control (XLT/Lar/KR/PL)		N/C
	67H	Suspension Package, Heavy Service		125
	52B	TowCommand™ Integrated Trailer Brake Controller		270
	62R	Transmission Power Take-Off Provision		280
	435	Window, Power Sliding Rear		405
	43B	Heated Backlight/Rear Window Defrost (Included w/ 435 only)		N/C
	85G	Tailgate Step		375
	41A	Rapid-Heat Supplemental Cab Heater		250
	86A	Engine Idle Shutdown - 5 Minutes		250
	86B	Engine Idle Shutdown - 10 Minutes		250
	86C	Engine Idle Shutdown - 15 Minutes		250
	86D	Engine Idle Shutdown - 20 Minutes		250
	98R	Operator Commanded Regeneration (OCR)		250
	85S	Tough Bed® Spray-in bedliner		595
	85L	Drop-in Bedliner		350
	61M	Wheel Well Liner		180
		Wheel Well Liner (KR/Plat/Ltd)		N/C
	96L	Lariat Interior Package		710
	96U	Lariat Ultimate Package		3,495
	65A	Individual Trailer TPMS		500
	535	Trailer Tow Package - High Capacity		1,130
	76S	Remote Start System		250
		Remote Start System (w/Lariat Ultimate/Value)		N/C
	85M	Bed Mat - - Dealer Installed Accessory		150
	98F	CNG/Propane Gaseous Engine Prep Package (w/6.2L only)		315
	61S	Splash Guards/Mud Flaps (Front & Rear)		130
	62S	Splash Guards/Mud Flaps (Rear)		N/C
	68D	10K GVWR Package		N/C
	15J	Gooseneck Hitch Kit		250

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2020MY SUPER DUTY F-250 (PICKUP SRW)

PRICE LIST

(PRICE LEVEL CODE 040)

	OPTION CODE	OTHER OPTIONS (continued)		SUGGESTED RETAIL
	15L	5th Wheel Hitch Kit (18K)		1,095
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	53W	5th Wheel/Gooseneck Hitch Prep Package		$ 500
	76C	Exterior Back-up Chime		140
	96V	XL Value Package		395
	61L	Front Wheel Well Liners		180
	61N	Front & Rear Wheel Well Liners		325
	17V	XLT Value Package (Super & Crew Cabs)		1,600
	17P	XLT Premium Package		3,025
	17V	XLT Value Package (Regular Cab)		1,460
	87H	Hood Deflector - Black Molded		130
	66D	Pickup Box Delete (XL/XLT w/ 8 ft. Box only)		(625)
	90L	Power Equip Group on XL (Reg & Super Cabs)		915
		Power Equip Group on XL (Crew Cabs)		1,125
		Power Equip Group (XLT/Lar)		N/C
	873	CHMSL Camera (w/ 4.2 or 8 screen)		200
	527	Adaptive Cruise Control		740
	96K	KR Ultimate Package		3,350
	43C	110V/400W Outlet		175
		110V/400W Outlet with 882		N/C
		110V/400W Outlet with 913		N/C
	60B	BLIS w/ Cross-Traffic Alert		540
	60C	Audible Lane Departure Warning		115
	66L	Box Rail Lighting, LED Lighting system		60
		Box Rail Lighting, LED Lighting system (KR/PL/LTD)		N/C
	66B	Box Link Cleats - Locking (XL)		75
		Box Link Cleats - Locking (XLT/Lar/KR/PL)		N/C
	18D	Extended Running Boards		740
		Extended Running Boards (w/ 17C)		440
	43V	Panoramic Moonroof		1,495
	18E	Power Running Boards (KR & LAR)		995
	65B	Trailer Camera (optional w/ 4.2 or 8 screen)		375
	43B	Defrost w/ Fixed & Privacy Glass		60
	67E	Extra-Extra Heavy Duty Alternator		85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (XL & XLT)		85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (LAR, KR, PLT)		N/C
	59Q	LED Lighting Pkg - Headlamps / Tailamps / Foglamps / Signature		1,180
	86M	Dual Batteries (78 Amp.) req. 6.2L or 7.3L Gas		210
	16P	Premium Vinyl Flooring - KR/PL/LTD		115
	52R	Bed Ramps		695
	17S	STX		1,825
	16F	Carpet Flooring w/ STX		60
	653	Trailer Camera & TPMS		725
	47B	SNOWPLOW/CAMPER PACKAGE		245
	913	SYNC 3		450
		SYNC 3 (XLT/Lar/KR/PL)		N/C
	67B	Dual Extra Heavy-Duty Alternator		115
		Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B		115
		Dual Extra Heavy-Duty Alternator w/ 41A		N/C
	39S	SiriusXM® Satellite Radio		185
	60A	Adaptive Steering		1,000
	872	Rear View Camera & Prep Kit (with P/U Box Delete)		415
	94W	Wheel Locks		75
	18D	Extended Running Boards (w/ 17P)		440
	924	Privacy Glass (Regular Cab w/43B)		N/C
		Privacy Glass		30
	60A	Adaptive Steering (Platinum / Limited)		N/C
	21X	Vehicle Safe by Console Vault		330
	62X	Aluminum Tool/Cargo Box by Weather Guard		575
	62Y	Premium Aluminum Tool/Cargo Box by Weather Guard		790
	17Y	Tremor Package (FX4 Max)		3,975
		Tremor Discount (17Y w/ 535 or 53Q)		$ (570)
		Tremor Discount (17Y w/ 17C or 17P)		(570)
		Tremor Discount (17Y w/ 96K)		(570)
		Tremor Discount (17Y w/ 96U)		(570)
	96F	Fleet Driver Assistance Package		995
	53Q	F250 Trailer Tow Package w/ PTBA (XL - Lariat)		2,730
		F250 Trailer Tow Package w/ PTBA (King Ranch- Limited)		1,130
	94P	Pre-Collision Assist (AEB)		115
	60W	Heated Wiper Park -- Pickup		165

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2020MY SUPER DUTY F-250 (PICKUP SRW)

PRICE LIST

(PRICE LEVEL CODE 040)

	OPTION CODE	OTHER OPTIONS (continued)	SUGGESTED RETAIL
	595	Halogen Fog Lamps	130
	53R	Ultimate Trailer Tow w/ PTBA	1,600
	21D	Tonneau Pickup Box Cover - Soft Folding	525
	21E	Tonneau Pickup Box Cover - Hard Folding	995
	21J	Tonneau Pickup Box Cover - Retractable	1,695
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	PD4	Paint, Rapid Red Metallic Tinted Clearcoat	395
	PAZ	Paint, Star White Metallic Tri-Coat	595
		AUDIO	
	21N	Navigation System	570
		Navigation System w/96U	N/C

	OPTION CODE	FLEET OPTIONS	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	62M	Adjustable Gas and Brake Pedals (Fleet XLT)	$ 120
	18B	Cab Steps (w/ Regular Cab XLT)	320
		Cab Steps (w/ Super/Crew Cab XLT)	445
	51X	Spare Tire Delete (XL Fleet Only)	(85)
	76R	Reverse Sensing System (XL Fleet Only)	245
	47C	Fleet Commercial Graphics (Up to 6 Sq Ft)	250
	47D	Fleet Commercial Graphics (Up to 12 Sq Ft)	315
	47E	Fleet Commercial Graphics (Up to 20 Sq Ft)	425
	525	Cruise Control	235
	926	Customizable Speed Limit (65 mph)	80
	927	Customizable Speed Limit (75 mph)	80
	17F	XL Décor Package (ordered w/o option 96V)	220
	91S	LED Warning Strobes - Amber	675
	91G	LED Warning Strobes - White	725
	63R	Suspension Package, Heavy Service w/66D	125
	942	Daytime Running Lamps (Fleet only)	45
	18A	Upfitter Interface Module	295
	PGR	Paint, Green (Fleet Only)	660
	PW6	Paint, Green Gem (Fleet Only)	660
	PMB	Paint, Orange (Fleet Only)	660
	PBY	Paint, School Bus Yellow (Fleet Only)	660
	PE4	Paint, Vermillion Red (Fleet Only)	660
	PAT	Paint, Yellow (Fleet Only)	660

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Police Department
Eric Sanchez

SHIPPED TO:

QUOTE NUMBER	081720-3
QUOTE DATE	August 17, 2020
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-19-00015**		
7	**Item #6 Sports Utility Vehicle (SUV), Hybrid (HEV)** (Police Pursuit Rated) Ford Explorer	33,959.00	$237,713.00
	Item #6 Options:		
7	Aux air conditioning, rear	810.00	$5,670.00
7	Bluetooth / Handsfree	INC	INC
7	Front Headlamp Housing	130.00	$910.00
7	Hidden door-lock plunger w/rear-door handles inoperable	250.00	$1,750.00
7	Remote Keyless - entry key fob	410.00	$2,870.00
7	Spot light LED	590.00	$4,130.00
7	Tail Light housing only	150.00	$1,050.00
7	Police Engine Idle Feature	250.00	1,750.00
7	Reverse Sensing	350.00	2,450.00
7	Dark Car Feature	50.00	350.00
7	Tint Front window to match	160.00	1,120.00

Proposal Valid for 30 Days	SUBTOTAL	259,763.00
	TAX	0.00
	FREIGHT	
		$259,763.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

GSD/PD (Rev. 9/20)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **6 Vendors**

Price Agreement Number: **00-00000-19-00015**

Price Agreement Amendment No.: **One**

Term: **October 7, 2019 – October 6, 2020**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at time of order**

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: **Alternative Vehicles, Electric and Hybrid**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Delete Items 4 and 5 as they were inadvertently awarded.

Change Item 3 From: B. Battery Upgrade, for longer range (deduct)
To: B. Battery Upgrade, for longer range (add)

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Powell for
New Mexico State Purchasing Agent

Date: 10/7/19

(Rev. 1/19)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
6 Vendors (See page 6)

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Price Agreement Number: **00-00000-19-00015**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See page 6**

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: **Alternative Vehicles, Electric and Hybrid**

Term: **October 7, 2019 thru October 6, 2020**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 10/4/2019

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-19-00015**

Item	Approx. Qty.	Unit	Article and Description	Don Chalmers Ford (AB)	Phil Long Ford of Raton, LLC (AE)
006	60	Each	Sports Utility Vehicle (SUV), Hybrid (HEV), Four (4) door, Rear Wheel Drive		
			Base Cost, Per Unit, FOB Dealers Place of Business	**$33,959.00**	**$43,638.00**
			Net Cost, Per Unit, FOB, Santa Fe, NM	**$33,959.00**	**$43,638.00**
			Model	**Police Interceptor Hybrid Utility**	**Explorer Limited Hybrid**
			Make/Wheel base	**Ford/ 119.1**	**Ford/ 119**
			Engine/HP/Torque	**3.3L/ 318/ 322**	**3.3L Hybrid/ 285/ 260**
			MPG: City/HWY	**24/23**	**23/26**

Minimum Specifications:
Air bag: Dual
Air conditioning: Factory installed (CFC-Free)
Back-up Camera
Bluetooth/Hands Free
Brakes: Manufacturer standard
Color-exterior: Factory std., to be determined by agency
Cruise control & tilt wheel
Defogger, electric: rear window, factory installed
Door Locks: Power
Engine: 3.3L Hybrid
Floor mats: Factory
Glass: Factory standard tint all around
Keys: Three (3) ignition keys total, two (2) of which must be fobs
Mirrors: Outside right/left mounted below eye level. Inside non-glare day/night
Radio: Factory Standard
Steering: Power
Tires: Factory standard
Transmission: Automatic
Trim-interior: Color coordinated with exterior, cloth seats
Wheelbase: One hundred nineteen (119) inches
Windows: Power

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-19-00015**

Item 6 Options:		**Don Chalmers Ford (AB)**	**Phil Long Ford of Raton, LLC (AE)**
A. Auto-dimming Rearview Mirror	(add)	N/A	N/A
B. Bluetooth/Hands Free	(deduct)	N/A	N/A
C. Premium Radio	(add)	N/A	Included
D. Keys, additional	(add)	$200.00	$350.00
E. Key, remote	(add)	$400.00	$350.00
F. Mileage charge for one way delivery of vehicle to areas other than Santa Fe, NM	$ per mile	$1.75/ mile	$2.00
G. Navigation package	(add)	N/A	Included
H. Remote Start	(add)	N/A	Included
I. Service package(s)	(add)	$2,630.00 5 year/ 100,000 mile, Premium Maintenance	N/A
J. Tint – Window: Darker than factory standard, must adhere to state law	(add)	$395.00	$199.00
K. Warranty, factory, 8 year- 80,000 mile, zero dollar (0) deductible	(add)	$2,950.00	N/A
L. Wheel locks	(add)	$150.00	$100.00
M. Rear Air	(add)	$810.00	
N. Dark Car Feature	(add)	$50.00	
O. Spotlight LED	(add)	$590.00	
P. Remote Keyless Entry	(add)	$410.00	
Q. BLIS- Blind Spot	(add)	$745.00	
R. Reverse Sensing	(add)	$350.00	
S. 4WD in Lieu of 2WD	(add)		$2,500.00
T. Base Model w/2.5L EcoBoost	(deduct)		$14,000.00
U. Engine: Other	(deduct)		$500.00 3.3L Requires M&N
V. Police Interceptor Hybrid AWD	(deduct)		$7,500.00
W. Police Option Package, Requires Option V	(add)		2,000.00
X. Police 3.0L EcoBoost V6 Engine, Requires Option V	(add)	$2,200.00	$750.00
Y. Police 3.3LV6 Engine, Requires Option V	(deduct)	$1,500.00	$3,000.00
Z. Unmarked Build	(add)		$12,900.00
AA. Patrol Build Less Radios	(add)		$17,800.00
BB. Premium Patrol Build Including Radios	(add)		$23,000.00
CC. K9 Package	(add)		$22,900.00
DD. Graphics Package	(add)		$800.00
EE. Amber Safety Lighting Package	(add)		$2,900.00

*****6 Awarded Items Total*****

PROPOSAL

Santa Fe Police Department
Attention: Eric I. Sanchez
2515 Camino Entrada
SANTA FE NM 87507
USA

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
20205595v2

Reference
SFPD Qty. 8 Brother Mobile Solutions

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407-2310
Taos (575) 737-8884
Roswell (575) 363-3135

Item	Description	Quantity	Unit Price	Amount USD
ETS PJ722	BROTHER MOBILE SOLUTIONS: PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies) MSRP: $384 *NM State Contract Cost is 5% off: $364.80	8.00	327.31	2,618.48
ETS LB3602	BROTHER MOBILE SOLUTIONS: USB Cable - 6 foot length MSRP: $14.00 *NM State Contract Cost is 5% off: $13.30	8.00	12.99	103.92
ETS LB3692	BROTHER MOBILE SOLUTIONS : PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: $24.10 *NM State Contract Cost is 5% off: $22.90	8.00	22.90	183.20
ETS LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: $110.00 *NM State Contract Cost is 5% off: $104.50	8.00	98.45	787.60
			Subtotal	3,693.20
			TOTAL TAX	0.00
			TOTAL USD	**3,693.20**

Terms

New Mexico State Contract
60-000-15-00032AD - Police Vehicle Equipment

All Proposals are good for 90 days unless otherwise dated. We reserve the right to cancel a proposal at anytime. Shipping and handling chargers maybe added to final invoice.

GSD/PD (Rev. 9/20)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
13 Vendors

Price Agreement Number: **60-000-15-00032**

Price Agreement Amendment No.: **Eight**

Term: **March 21, 2016 – March 22, 2021**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Invoice:
As Requested at time of order

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2020 to March 21, 2021 at the same price, terms and conditions, for the exception of (AK) New Mexico Emergency Products, LLC, Item 4 (Hourly Labor Rate for Installation and Repairs):

From: $65.00	To: $75.00

This amendment is also issued to reflect the following effective immediately:

Vendor (AJ) changing the following:

From:	To:
0000010378 L3 Mobile-Vision, Inc. 400 Commons Way, Suite F Rockaway, NJ 07866 (800) 336-8475 Ryan Hourihan ryan.hourihan@L3T.com	0000010378 SF Mobile-Vision, Inc. dba COBAN Technologies, Inc./ Safe Fleet Law Enforcement 11375 W. Sam Houston Parkway South, Suite 800 Houston, TX 77031 (281) 925-0488 William Chaing wchaing@safefleet.net

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/20/20

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
QU-200148

Reference
SFPD TB33 Docks Qty. 8

Enchanted Technology Solutions
P.O. Box 29374
Santa Fe, NM 87592
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
GJ-33-LVD0	Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: $1536 *NM State NASPO Contract Cost: $1,367.04	8.00	799.00	6,392.00
7110-1214	Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: $48 *NM State NASPO Contract Cost: $42.72	8.00	39.00	312.00
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: $144.95 *NM State NASPO Contract Cost: $129.01	8.00	129.00	1,032.00
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: $10.95 *NM State NASPO Contract Cost: $9.75	8.00	9.75	78.00
			Subtotal	7,814.00
			TOTAL USD	**7,814.00**

Terms

These items are being quoted under the NASPO contracts as follows:
NASPO NM Agreement #60-000-15-00008AY
NASPO Valuepoint Master Agreement #MNWNC-124
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

Quote

Santa Fe Police Department
2515 Camino Entrada
SANTA FE NM 87507

Date
Aug 18, 2020

Expiry
Dec 18, 2020

Quote Number
QU-200140v2

Reference
SFPD Toughbook 33 Qty. 8

Enchanted Technology Solutions
P.O. Box 29374
Santa Fe, NM 87592
Contact: Jeff Gallegos
(505) 946-8219
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33LE-35VM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0" QHD Gloved Multi TOUCH+DIGITIZER, 16GB, 512GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (UPPER:WWAN/LOWER:DGPS), 4G LTE Multi Carrier (EM7511), DGPS, HELLO WEBCAM, 8MP CAM, Fingerprint, 2D BAR LASER (N6603), Toughbook Preferred, Flat, CF-SVCPDEP3Y - Toughbook Toughpad Premier Deployment - includes Imaging, Customer Portal Access, Multilocation on shipping and disk image management at the Panasonic National Service Center - YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGHPAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2, 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDPRM12B - absolute resilience - 12 month term - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. MSRP: $6,344 *NM State NASPO Contract Cost: $5,582.72	8.00	3,999.00	31,992.00
CF-VEK331LMP	Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI. See Price file for full description. MSRP: $670 *NM State NASPO Contract Cost:: $596.30	8.00	475.00	3,800.00
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: $295 *NM State Contract NASPO Contract Cost: $295	8.00	295.00	2,360.00

Subtotal	38,152.00
TOTAL USD	**38,152.00**

Terms

These items are being quoted under the NASPO contracts as follows:
NASPO NM Agreement #60-000-15-00008AY
NASPO Valuepoint Master Agreement #MNWNC-124
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at jeffg@ets.us.com. If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000073372
Panasonic Corporation of North America
Two Riverfront Plaza
Newark, NJ 07102

Contact: Amy Lee
Email: AmyW.Lee@us.panasonic.com
Telephone No.: (201) 325-1181

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at time of order

NASPO Master Agreement No.: **MNWNC-124**

Price Agreement Number: **60-000-15-00008AY**

Price Agreement Amendment No.: **Eight**

Term: **June 19, 2017 – July 31, 2021**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Computer Equipment, Peripherals and Related Services**

This Price Agreement Amendment is to be attached to the respective Participating Addendum and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct term end date which was inadvertently typed:

From:	**To:**
March 31, 2021	**July 31, 2021**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 2/18/2020

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
PANASONIC
FOR
COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)

To:	Panasonic System Communications Company of North America Two Riverfront plaza, 6th floor Newark NJ. 07102	CONTRACT NO:	MNWNC-124
	Contract Vendor Administrator: Michelle Chapin Email: michelle.chapin@us.pansonic.com Phone: 973.303.7787	CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
		Through	March 31, 2017
		EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PANASONIC
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____ (Signature)
Donald W. Szczepaniak (Printed Name)
Title: Vice President
Date: 3/6/15

By: _____ (Signature)
_____ (Printed Name)
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____
Title: Master Agreement Administrator
Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: Original signed

MAR 12 2015

By Lucas J. Jannett

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

   Band 2: Laptop Band 3: Tablet

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule..

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
		Parts Sale Only Customer: Eric Sanchez Phone: 505-955-5036 Email Address: iesanchez@ci.santa-fe.nm.us ***QTY 1 FORD F-250 ANIMAL CONTROLS*** State Contract# 60-000-15-00032			
ENFLBS1254	Sound Off	54" nForce SoundOff Lightbar Dual Color	1	1,730.21	1,730.21
EMPS2STS2A	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Amber Grille Lights	1	100.20	100.20
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue Grille Lights	1	100.20	100.20
EMPS2STS4M	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber * Rear Lights *	4	117.60	470.40
EL3D08A0LA-24	Sound Off	Sound Off Signal UltraLITE™ 8 Module Exterior LED Lightbar, 10-30v, Universal L-Brackets & 50 ft cable - Amber	1	492.00	492.00
425-6010	Jotto	9 Inch Police Equipment Console - Short Stack	1	136.24	136.24
425-6077	Jotto	SW300/400 Faceplate	1	0.00	0.00

Subtotal	
Sales Tax (7.5%)	
Total	

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5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
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A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
425-6095	Jotto	Arrow Stick Controller ETS WDA S01 Faceplate	1	0.00	0.00
425-6295		XTL5000 O5 (REMOTE, HEAD)/APX 7500 O5, HEAD/APX6500/4500 (REMOTE HEAD) Faceplate	1	0.00	0.00
SW300-B	Federal Signal	6-Switch Box with Bail bracket auxiliary Funictions	1	130.35	130.35
ETSWDAS01	Sound Off	Directional Arrow Switch (DAS) - 10-30v, compatible with APEX, Pinnacle (EPL9000	1	94.80	94.80
C-HDM-203	Havis	12" Heavy Duty Telescoping Pole, Short Handle	1	124.22	124.22
C-HDM-401	Havis	Heavy Duty Stability Side Support Arm, Mounts To OEM Frame Under Passenger Glove Box Door	1	47.78	47.78
C-HDM-185	Havis	Heavy Duty Vehicle Mount for 2017-2018 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2018 Ford Expedition & 2015-2018 Ford F-150	1	84.78	84.78
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	1	231.45	231.45
C-ADP-101	Havis	Universal Adapter Plate	1	34.02	34.02
2-1414939-2	Tyco	Super Relay - Automotive 12V - 120A	1	43.31	43.31
7170-0683-00	Gamber Johnson	Panasonic Toughbook 33 Laptop Docking Station NO RF with LIND Auto Power Adapter		1,336.80	1,336.80
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	1	345.51	345.51
LB3692	Brother	Power cable red/black Brother Car Adapter 14ft.	1	21.69	21.69
14332	Gamber Johnson	USB Cable for Brother PocketJet Printers	1	10.50	10.50
MA3-0900600-NNA-3Y...	Cradlepoint	Cradle Point 3 Year Service	1	1,070.97	1,070.97

	Subtotal
	Sales Tax (7.5%)
	Total

MHQ of New Mexico
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Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505	City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...

Item	MFG	Description	Qty	Price	Total
SHOP SUPPLIES LV1	MHQ of New ...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	95.00	95.00
DVM800 5 year warranty	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*. Includes View Link	1	4,795.00	4,795.00
Labor NM	MHQ of New ...	Installation Labor with customer supplied kennel insert	25	80.00	2,000.00T
GRAPHICS LEVEL 4	MHQ Graphics	Graphics price made from materials	1	619.98	619.98
Labor GR	MHQ Graphics	Graphics Installation	7	72.00	504.00T
Shipping		Shipping	1	75.00	75.00

Subtotal	$14,694.41
Sales Tax (7.5%)	$187.80
Total	$14,882.21

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
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MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility I.T...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY X2 Slicktop 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
ENFWV	SoundOff Si...	Soundoff Split Visor Bar R/W B/W	2	847.50	1,695.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Front Side Fender Lights ***	4	130.20	520.80
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker	2	565.80	1,131.60
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	SoundOff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	2	382.50	765.00

	Subtotal
	Sales Tax (7.875%)
	Total

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Quote

Date	Estimate #
7/30/2020	10094
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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	360.00	720.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	2	156.00	312.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	2	367.20	734.40
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	2	812.85	1,625.70
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	2	138.48	276.96
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	2	1,087.205	2,174.41
EMPS2STS2B	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	SoundOff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	2	54.60	109.20
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1050.00 State Contract 20% = $840.00	2	840.00	1,680.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	4,795.00	9,590.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	1	2,495.00	2,495.00
35-20045	Westin	2020 Ford Utility Front Defender Partition MSRP $1292.45 State Contract 20% off = $1033.96	1	1,033.96	1,033.96

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
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Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
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Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
KP-UV-DAP-SS	Troy	New! 2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount MSRP $187.00 State Contract 25% = $140.25	1	140.25	140.25
TP-20-FDUV-FX	Troy	New! 2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment MSRP $590.00 State Contract 25% off = $442.50	1	442.50	442.50
WG-20-FDUV-SET	Troy	New! 2020 PI Utility driver/passenger side window guards, welded bars, vertical design. MSRP $280.00 State Contract 25% off = $210.00	1	210.00	210.00
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	439.99	879.98
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor	35	80.00	2,800.00T
Labor NM	MHQ of Ne...	Installation Labor DUI Unit	45	80.00	3,600.00T

Subtotal	$44,172.52
Sales Tax (7.875%)	$549.36
Total	$44,721.88

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
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MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY X3 LT 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	3	2,718.06	8,154.18
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	3	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	3	374.02	1,122.06
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	6	94.20	565.20
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	6	94.20	565.20
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	6	178.80	1,072.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	173.25	519.75
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	461.40	1,384.20
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	3	382.50	1,147.50

	Subtotal
	Sales Tax (7.875%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ OF NEW MEXICO
VEHICLES ■ EQUIPMENT ■ GEAR
A DIVISION OF DON CHALMERS FORD

Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	3	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	3	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	3	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	51.19	153.57
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	39.38	118.14
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	3	303.19	909.57
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	3	360.00	1,080.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	3	156.00	468.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	3	367.20	1,101.60
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	3	442.50	1,327.50
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	3	105.75	317.25
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	3	812.85	2,438.55
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	3	138.48	415.44
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	3	1,087.20	3,261.60
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	3	100.20	300.60

	Subtotal
	Sales Tax (7.875%)
	Total

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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	3	100.20	300.60
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	3	24.00	72.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	6	130.20	781.20
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	6	15.00	90.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	3	54.60	163.80
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1050.00 State Contract 20% = $840.00	3	840.00	2,520.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	3	4,795.00	14,385.00
Shipping		Shipping	3	110.00	330.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	3	440.00	1,320.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	12	72.00	864.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	3	999.00	2,997.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	3	999.00	2,997.00
Labor NM	MHQ of Ne...	Installation Labor (35 Hours per unit)	105	80.00	8,400.00T

Subtotal	$61,709.31
Sales Tax (7.875%)	$729.54
Total	$62,438.85

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Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 2 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	2	2,718.06	5,436.12
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	2	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	2	382.50	765.00

	Subtotal
	Sales Tax (7.875%)
	Total

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	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	360.00	720.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override. For Sedans or mid size SUV Vehicles.	2	367.20	734.40
35-20045	Westin	2020 Ford Utility Front Defender Partition	2	939.96	1,879.92
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	2	223.50	447.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12.5-42-18-001	OPS	Aluminum Pursuit Cargo Drawer Unit 12.5"H x 42"W x 18"D with Single Drawer	2	1,270.46	2,540.92
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	2	138.48	276.96
ENFTCDGS1206	Sound Off S...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	2	642.605	1,285.21

	Subtotal
	Sales Tax (7.875%)
	Total

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Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	2	54.60	109.20
CH15.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	2	608.00	1,216.00
RAM-B-348-A237U	Ram Mounts	RAM 1/4-20 Male Camera Threaded Base, Short Double Socket Arm and 1/4-20 Female Treaded Base	2	47.60	95.20
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	2	2,495.00	4,990.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	3,995.00	7,990.00

	Subtotal
	Sales Tax (7.875%)
	Total

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8/19/2020	10241
This quote expires in 90 days	

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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us	

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	440.00	880.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor (36 Hours per unit)	72	80.00	5,760.00T

Subtotal	$46,361.69
Sales Tax (7.875%)	$498.96
Total	$46,860.65

GSD/PD (Rev. 04/19)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000015546
Kustom Signals, Inc.
9652 Loiret Boulevard
Lenexa, KS 66219

Email: sales@kustomsignals.com
Phone# (800) 458-7866

Price Agreement Number: **60-000-15-00032**

Price Agreement Amendment No.: **Nine**

Term: **March 21, 2016 – March 22, 2021**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: **Amber Sanchez**

Telephone No.: **(505) 827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately, Vendor (AI) Kustom Signals, Inc. has made the following changes:

Item #	Description	Previous Model	New Model	Current Price	New Price
001	In-Vehicle Camera (with wireless downloading capability)	G3 Vision	Eyewitness HD	$4,819.00	$5,258.00
002	In-Vehicle Camera (with-out wireless downloading capability)	G3 Vision	Eyewitness HD	$4,569.00	$4,878.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pacheco for

Date: 5/13/20

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	$ 150.83			
			AD-Code 3 Service, LLC	$ 396.00			
			AE-Higher Power Solutions - Havis #67107	$ 250.00			
			AF-MHQ of New Mexico	$ 420.00			
			AH-Grants & Technology Veterans, LLC	$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-____-SL-LED	$ 388.80			
			AN-West Mesa Auto Craft	$ 433.76			
			AO-Wireless Advanced Communications	$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 663.13	$ 644.39	$ 626.54	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 396.00	$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC	$ 393.00	$ 399.00	$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 654.62	$ 637.53	$ 621.25	
			AO-Wireless Advanced Communications	$ 526.61	$ 511.73	$ 497.55	

3		Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 668.15	$ 644.39	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 381.70	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 393.00	$ 406.80	$ 749.40	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	$ 453.75	$ 453.75		
			AN-West Mesa Auto Craft	$ 637.53	$ 659.20	$ 637.53	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 511.73	
4		Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	$ 644.39	$ 650.05	$ 668.15	
			AD-Code 3 Service, LLC	$ 396.00	$ 396.00	$ 314.60	
			AE-Higher Power Solutions - Havis #7759	$ 600.00	$ 600.00	$ 600.00	$600.00
			AF-MHQ of New Mexico	$ 420.00	$ 420.00	$ 420.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 379.80	$ 406.80	$ 409.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	$ 453.75	$ 453.75	$ 453.75	
			AN-West Mesa Auto Craft	$ 642.69	$ 659.20	$ 621.25	
			AO-Wireless Advanced Communications	$ 511.73	$ 530.60	$ 497.55	

6		Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.					
			Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets					
			Complete utility console for:		Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$	356.53	$ 384.64	$ 392.10	
			AD-Code 3 Service, LLC	$	294.80	$ 369.00	$ 369.60	
			AE-Higher Power Solutions	$	900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$	375.00	$ 375.00	$ 375.00	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$	648.00			
			AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	$	427.50	$ 566.25		
			AN-West Mesa Auto Craft	$	700.19	$ 725.82	$ 732.61	
			AO-Wireless Advanced Communications	$	283.12	$ 305.46	$ 311.37	

7		Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.				
			Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) – 12V outlets				
			Complete pick-up console for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm: $356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	$ 516.58	$ 548.11	$ 530.81	
			AD-Code 3 Service, LLC	$ 369.60	$ 369.60	$ 258.50	
			AE-Higher Power Solutions	$ 900.00	$ 900.00	$ 900.00	$900.00
			AF-MHQ of New Mexico	$ 487.50	$ 487.50	$ 487.50	
			AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	$ 877.20	$ 657.00	$1,061.40	N/A
			AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid			
			AN-West Mesa Auto Craft	$ 846.11	$ 859.08	$ 850.64	
			AO-Wireless Advanced Communications	$ 410.23	$ 435.26	$ 414.17	

8		Each	Modems:	Manufacturer:	Price		
			AA-Advanced Comm	Sierra Wireless	$ 999.00		
			AD-Code 3 Service, LLC	Option International	$ 509.00		
			AE-Higher Power Solutions	Omnivations	$ 750.00		
			AF-MHQ of New Mexico		N/A		
			AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	$ 573.00		
			AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%		
			AN-West Mesa Auto Craft		No Bid		
			AO-Wireless Advanced Communications		No Bid		
9		Each	Antenna for modems	Price			
			AA-Advanced Comm	$ 65.00			
			AD-Code 3 Service, LLC	No Bid			
			AE-Higher Power Solutions	$ 120.00			
			AF-MHQ of New Mexico	$ 425.00			
			AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	$ 179.00			
			AK-New Mexico Emergency products, LLC	No Bid			
			AN-West Mesa Auto Craft	No Bid			
			AO-Wireless Advanced Communications	No Bid			

MOTOROLA SOLUTIONS

QUOTE-1320571

Billing Address:
SANTA FE, CITY OF
200 LINCOLN AVE
SANTA FE, NM 87504
US

Quote Date:08/11/2020
Expiration Date:09/23/2020
Quote Created By:
Manny Barreras
manny.barreras@
motorolasolutions.com

End Customer:
SANTA FE, CITY OF
Ryan Campion
racampion@santafenm.gov
+1.505.827.3931

Contract: 32763 - STATE OF NM-00014AJ

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
1	M22KSS9PW1AN	APX4500 VHF MOBILE	7	$1,564.00	$513.62	$1,050.38	$7,352.66
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	7	$137.55	$0.00	$137.55	$962.85
1b	GA00804AA	ADD: APX O2 CH (GREY)	7	$492.00	$161.57	$330.43	$2,313.01
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	7	$0.00	$0.00	$0.00	$0.00
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7	$0.00	$0.00	$0.00	$0.00
1e	G296AF	ADD:1/4 WAVE WHIP ROOF TOP 136-144	7	$13.50	$4.43	$9.07	$63.49
1f	W22BA	ADD: STD PALM MICROPHONE APX	7	$72.00	$23.64	$48.36	$338.52
1g	G142AD	ADD: NO SPEAKER APX	7	$0.00	$0.00	$0.00	$0.00
1h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	7	$0.00	$0.00	$0.00	$0.00
1i	G66AW	ADD: DASH MOUNT O2 CH WWM	7	$125.00	$41.05	$83.95	$587.65
1j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	7	$650.00	$213.46	$436.54	$3,055.78

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Disc $	Sale Price	Ext. Sale Price
2	M22URS9PW1AN	APX4500 7/800 MHZ MOBILE	1	$1,564.00	$513.62	$1,050.38	$1,050.38
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	$137.55	$0.00	$137.55	$137.55
2b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	$0.00	$0.00	$0.00	$0.00
2c	G142AD	ADD: NO SPEAKER APX	1	$0.00	$0.00	$0.00	$0.00
2d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	$1,570.00	$515.59	$1,054.41	$1,054.41
2e	GA00804AA	ADD: APX O2 CH (GREY)	1	$492.00	$161.57	$330.43	$330.43
2f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00	$0.00
2g	W484AG	ALT: ANT 3DB GAIN 762-870MHZ	1	$38.00	$12.48	$25.52	$25.52
2h	W22BA	ADD: STD PALM MICROPHONE APX	1	$72.00	$23.64	$48.36	$48.36
2i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	$0.00	$0.00	$0.00	$0.00
2j	G66AW	ADD: DASH MOUNT O2 CH WWM	1	$125.00	$41.05	$83.95	$83.95

Subtotal $25,376.90

Total Discount Amount $7,972.34

Grand Total $17,404.56(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**

- This quote contains items with approved price exceptions applied against them.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000013468
Motorola Solutions, Inc.
7237 Church Ranch Road Blvd, Suite 406
Westminister, CO 80021

Attn: Manny Barreras
Telephone No. (505) 850-8194

Price Agreement Number: **70-000-16-00014AJ**

Price Agreement Amendment No.: **Six**

Term: **November 04, 2016 – November 04, 2020**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

Title: **Communications, Radio Equipment, Parts, Accessories and Related Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

- **Add the attached product category and discount percentage rate.**
- **Extend the Term of the Agreement from November 4, 2018 to November 4, 2020**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/31/2018

DS

State of New Mexico
General Services Department
Purchasing Division
NM State Contract 70-000-16-00014

No.	Manufacturer	Product Category	APC	Item	Short Description	Discount
1	Motorola	CAD	472	Equipment	Spillman Flex Equipment and 3rd Party Products	0%
2	Motorola	CAD	473	Services	Spillman Flex Services	0%
3	Motorola	CAD	789	Software	Spillman Flex Software	0%
4	Motorola	CAD	797	Services	Spillman Flex Support Services	15%

Jackson Creek Manufacturing Inc.

P.O. Box 37
206 Bingham Industrial Dr.
Denton, NC 27239-7795

Quote

Date	Quote #
8/24/2020	13340

Name / Address	Ship To
City of Santa Fe Animal Control 2515 Camina Entrada Santa Fe, NM 87508	Moriarty Pipe and Iron c/o Larry (505) 832-9488 201 Vassar South Ave. Moriarty, NM 87035

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards****	1	9,775.00	9,775.00T
SafetyDoor	Safety Door (entire unit)	1	915.00	915.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	600.00	600.00T
Misc. Custom Sales	Repeat Customer Discount	1	-565.00	-565.00T
Shipping	Shipping Charges	1	2,080.00	2,080.00
	Quote is Valid for 30 (Thirty) Days* ***Delivery 90-120 (Ninety-One Hundred Twenty) Days ARO**** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com ******Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer******* ******All Truck Body Installations Meet FMVSS 111 Requirements*******			
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Total $12,805.00

City of Santa Fe, New Mexico

memo

DATE: **September 18, 2020**

TO: **Public Works and Public Utilities Committee – September 29, 2020**
Quality of Life Committee – October 7, 2020
City Council – October 14, 2020

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Jesse Roach, Director, City of Santa Fe Water** JR

ITEM AND ISSUE:
Memorandum of Agreement (MOA) San Juan-Chama Project (SJCP) Contractors Association (SJCP-CA)

BACKGROUND AND SUMMARY:
The SJCP-CA is formed to facilitate collaboration on water resources and infrastructure asset management for the SJCP. The impetus is to improve communication and active participation of Members for efficient SJCP operations such as water deliveries and accounting, infrastructure upgrades, financial controls and watershed enhancements that are critical to ensure operations and maintenance activities are completed in a timely and cost-effective manner.

The terms and conditions of the SJCP-CA membership are outlined in the attached MOA. The annual cost is pro-rated based on each Member's water allocations at 50 cents per acre-foot, which for the City of Santa Fe (5,230 ac-ft) will be $2,615 per annum.

RECOMMENDED ACTION:
Approve MOA.

MEMORANDUM OF AGREEMENT
SAN JUAN-CHAMA PROJECT CONTRACTORS ASSOCIATION

This Memorandum of Agreement (herein the "Agreement") creating the SAN JUAN-CHAMA PROJECT CONTRACTORS ASSOCIATION (herein the "ASSOCIATION or SJCPCA") is made and entered into by the parties listed on Appendix A who are San Juan-Chama Project Contractors ("SJCP Contractors" or "Contractors") each of whom shall be a "Member" of the Association, and will be effective on _____, 2019.

RECITALS

WHEREAS, in 1962 the Congress authorized the Secretary of the Interior through Public Law 87-483 to construct, operate and maintain the initial stage of the San Juan-Chama Project ("Project"); and

WHEREAS, the Project provides a firm yield of 96,200 acre-feet of water annually for municipal, industrial, agriculture, and other beneficial purposes for the use and benefit of the San Juan-Chama Project Contractors; and

WHEREAS, all of the parties have contracted for water and are interested in the long-term viability of the Project and in the proper storage and use of Project water; and

WHEREAS, all such parties are political subdivisions, public entities, or federally recognized Indian tribes and are empowered to enter into this Memorandum of Agreement under federal law and the laws of the State of New Mexico; and

WHEREAS, parties have agreed to enter into this Agreement for protection of the Project and the associated water supply for the mutual benefit of the water users represented by the parties to this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

THIS AGREEMENT SHALL HAVE AN EFFECTIVE DATE COMMENCING UPON THE EXECUTION OF THIS AGREEMENT BY SAN JUAN-CHAMA PROJECT CONTRACTORS .

A. PURPOSES

The purposes of the Agreement and the Association are to:

1. Protect and conserve the Project water resources allocated to the Members.

2. Facilitate and enhance working relationships with state and federal agencies regarding their activities associated with the Project and water delivered from the Project including, but not limited to:

a. Assure the timely dissemination of complete and accurate information to the Contractors regarding operation, maintenance, associated budgets, all project costs, and overall management of the Project facilities;
b. Monitoring the water accounting of the diversion, storage and release of the Project supply in the Rio Grande and San Juan River basins.

3. Compile and share data and create a data clearinghouse network for information exchange regarding the Project and matters of mutual concern and interest including but not limited to the history of the Project.

4. Provide a mechanism to monitor issues that affect the Project and the members of the Association.

5. Assist in water planning and conservation through participation in federal, state and regional planning processes.

6. Provide a mechanism to disseminate information to the public in order to advance the purposes of the Association as described above.

7. The Association is independent of the SJCP Contractors and will not represent or intervene in any individual contracts or disputes between or among Contractors, or with their relationship with the Bureau of Reclamation or the State of New Mexico, unless specifically requested by the parties to such contract, dispute or matter.

B. MEMBERSHIP AND STRUCTURE OF ASSOCIATION

1. The SJCP Contractors and the annual amount of water for which they have contracted are listed by entity in **Appendix A.**

2. Any SJCP Contractor desiring to join this Association may do so at any time by executing this Agreement and providing notice of same to the fiscal agent. SJCP Contractors who have not joined the Association are encouraged to attend and participate in Association meetings.

3. The Association shall be governed by a Board composed of one representative from each member entity to this Agreement. The Board shall adopt bylaws and other policies as needed and consistent with New Mexico state law.

4. The Association shall meet quarterly or at the call of the Chair. The Association shall meet quarterly or at the call of the Chair with the Bureau of Reclamation and the Interstate Stream Commission.

5. At the first official meeting of the Association, the members shall select a Chair, Vice Chair and Secretary who shall serve for a term of 3 years or until their successor is duly selected. A fiscal agent shall also be selected at the first official meeting and shall serve in that capacity for a minimum of one year consistent with a fiscal agent agreement adopted by resolution of the Board.

6. Except as provided below, actions taken on matters brought before the Association shall be determined by a majority of the Members present. A majority of the Members shall constitute a quorum for the purpose of taking action on any fiscal matters of the Association. Action on fiscal matters shall be determined by a majority of the Members present at duly calledAssociation meeting at which a quorum is present.

7. Any member may withdraw from the Association at any time by providing written notification to the Association.

C. AUTHORITY

The Association is authorized to:

1. Receive SJCP Contractor funds, other public funds, and grants to defray the operational and administrative costs of the Association or to conduct studies and investigations.

2. Engage in cooperative studies and activities related to the Project.

3. Collect and analyze and disseminate data regarding any aspect of the Project.

4. Enter into contracts for professional services to further the purposes of the Association.

5. Form and establish Committees and Subcommittees.

6. Adopt and approve a budget and accounting procedures which will result in the strict accountability of all receipts and disbursements. During the budget process the expenditures of the Association will be subject to the review and approval of the fiscal agent.

8. The Board shall adopt bylaws and other policies as needed and consistent with New Mexico state law.

D. FISCAL

1. The fiscal agent shall manage the fiscal affairs of the Association.

2. Members of the Association shall be assessed annually on an equitable basis to be determined by the Association. The initial assessment shall not exceed fifty (50) cents for each acre-foot of a Contractor's annual contracted Project water amount. The Association may also establish special assessments on an as needed basis by supermajority of the Members. A supermajority of Members is seventy-five percent (75%) of the Members.

3. The fiscal agent shall have control over the investment of Association funds which shall be held in trust for the parties and for the purposes of this Agreement.

4. Title to assets held by this Association shall transfer to the Contractors in proportion to the amounts contributed in the event the Association is terminated.

E. SOVEREIGN IMMUNITY RETAINED

The Indian nation members of the Association and their Tribal Councils, officers, employees, agents, and consultants hereby expressly retain their sovereign immunity from suit.

F. SEVERABILITY CLAUSE

If one portion of this Agreement is deemed illegal, the remaining portions are severable and shall remain in full force and effect.

G. ENTIRE AGREEMENT AND AMENDMENT

This Agreement merges all previous negotiations between the parties hereto and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except when in writing and when signed by the parties. This Agreement may be amended with the written approval of all of the members.

H. TERMINATION

The Association may terminate by a supermajority of the Members.

I. PERIOD

The period of this MOA is perpetual.

J. COUNTERPARTS

This Agreement may be executed in one or more separate counterparts. All of such counterparts shall, when taken together, constitute one and the same agreement.

_____
SJCP Contractor

_____
Name of SJCP Contractor Representative

_____
Date

Appendix A

Albuquerque Bernalillo County Water Utility Authority	48,200 acre-feet
City of Belen	500 acre-feet
Town of Bernalillo	400 acre-feet
City of Espanola	1,000 acre-feet
Jicarilla Apache Nation	6,500 acre-feet
Village of Los Lunas	400 acre-feet
Middle Rio Grande Conservancy District	20,900 acre-feet
Pojoaque Valley Irrigation District	1,030 acre-feet
Town of Red River	60 acre-feet
City of Santa Fe	5,230 acre-feet
County of Santa Fe	375 acre-feet
Taos Pueblo	2,215 acre-feet
Town of Taos	400 acre-feet
Town of Taos Settlement	366 acre-feet
Village of Taos Ski Valley	15 acre-feet
El Prado WSD	40 acre-feet
County of Los Alamos	1,000 acre-feet
Aamodt Settlement	1,079 acre-feet
Ohkay Owingeh	2,000 acre-feet

Signature: Shannon Jones (Sep 18, 2020 12:16 MDT)

Email: swjones@santafenm.gov

18Sep2020 SJCP-CA Memo and MOA

Final Audit Report 2020-09-18

Created:	2020-09-18
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1vw4Qq9cyLZOBaXoiVCtkD3Gw4zaPpoa

"18Sep2020 SJCP-CA Memo and MOA" History

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2020-09-18 - 6:16:02 PM GMT- IP address: 174.237.138.54

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-09-18 - 6:16:17 PM GMT - Time Source: server- IP address: 174.237.138.54

Agreement completed.
2020-09-18 - 6:16:17 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

MEMO

Date: **September 16, 2020**

To: **Public Works and Public Utilities Committee – September 29, 2020**

Quality of Life Committee – October 7, 2020

City Council – October 14, 2020

Via: Shannon Jones, Public Utilities Department Director SJ

From: Jesse Roach, Director, City of Santa Fe Water JR

ITEM

Request to Join a Steering Committee for Santa Fe River Planning from Nichols Reservoir to Cerro Gordo Road

BACKGROUND

City of Santa Fe Water (CSFW) allows water to move through Nichols Reservoir into the Santa Fe River for "Living River" flows and downstream diversions by Cerro Gordo Acequia and Acequia Madre. CSFW is currently installing a new pipeline from Nichols Reservoir to the Canyon Road Water Treatment Plant. Once complete and connected to an updated outlet conduit from Nichols (scheduled completion spring 2022), this pipeline may create additional Acequia delivery management options for CSFW. This new pipeline will also allow an existing gravity pipeline along the Santa Fe River to be abandoned. This abandonment has implications for habitat restoration and recreational development in the area.

As a result of these impending changes, the time is right to develop a long range vision for management of water resources, ecological habitat, and recreational resources along this reach of the Santa Fe River. CSFW would like to join with other owners of riparian lands along the Santa Fe River between Nichols Dam and Cerro Gordo Road to form a steering committee to guide a planning process with stakeholders to land and water management along this reach of the Santa Fe River. The other land owners in this reach are the National Audubon Society, The Nature Conservancy, and the United States Forest Service.

The goals of this effort are (1) an understanding of stakeholder preferences and (2) a resulting vision for management of water resources, ecological habitat, and recreational opportunities along the Santa Fe River from Nichols Dam to Cerro Gordo Road.

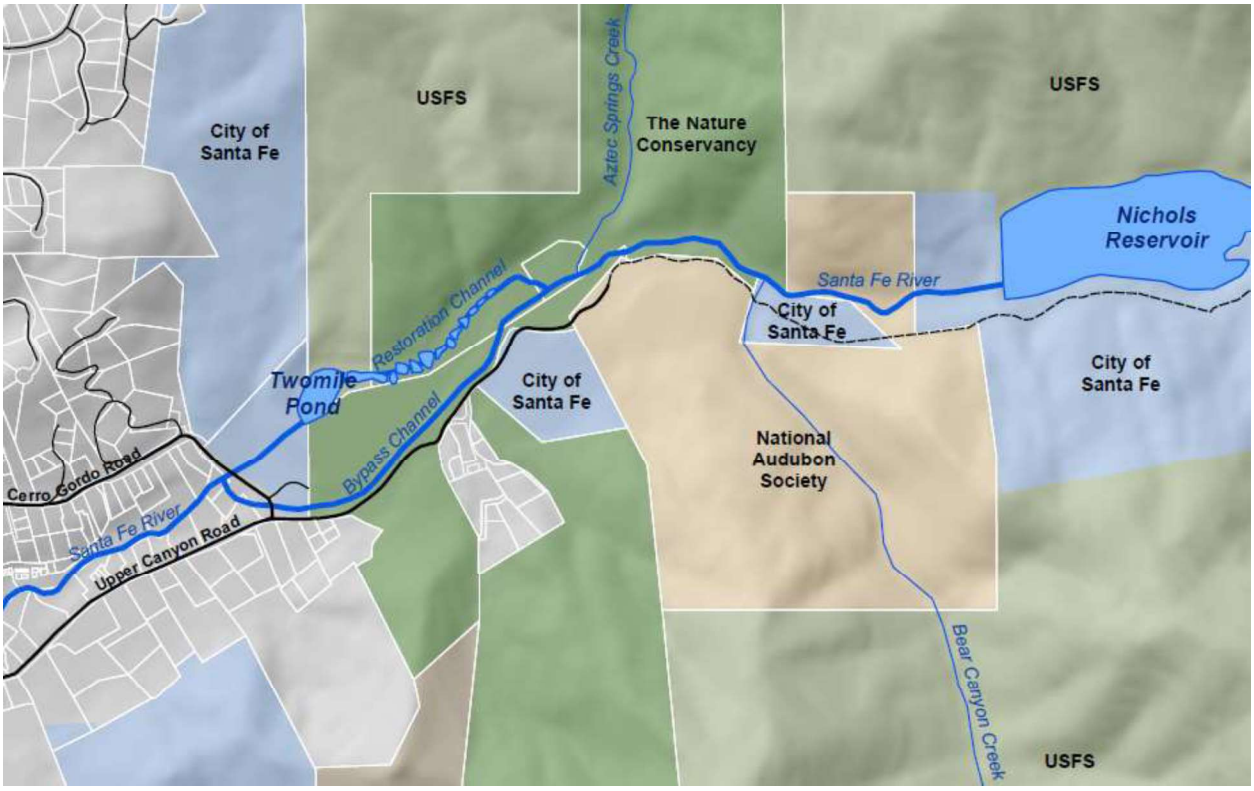
REQUEST

Approval for the City of Santa Fe to join a Steering Committee to guide planning along the Santa Fe River from Nichols to Cerro Gordo. The Charter defining this Steering Committee which would need to be signed by Mayor Webber is attached here for reference, and has been approved as to form by the City Attorney's Office.

September 17, 2020

Charter of a Steering Committee for Santa Fe River Planning Nichols to Cerro Gordo

As owners of riparian lands along the Santa Fe River between Nichols Dam and Cerro Gordo Road, we the City of Santa Fe, the National Audubon Society, The Nature Conservancy, and the United States Forest Service desire to work together as a steering committee to guide a planning process with stakeholders to land and water management in this section of the Santa Fe River. The goals of this effort are (1) an understanding of stakeholder preferences and (2) a resulting vision for management of water resources, ecological habitat, and recreational opportunities along the Santa Fe River from Nichols Dam to Cerro Gordo Road. Land ownership along this stretch of the Santa Fe River is shown below.



Any party may choose to cease its participation in this steering committee at any time by notifying the other parties in writing of such cessation. Each party acknowledges that it will be responsible for its own actions that result from recommendations coming from this joint planning effort, and will not be responsible for the acts of any other party. The steering committee serves a coordination role only and does not imply any funding obligations. Any endeavor involving reimbursement or contribution of funds between or among the parties must be memorialized in a separate, mutual, written agreement. This planning effort is not intended to create any legal or financial obligations between or among the parties. This planning effort is not intended to create a legal partnership or a joint venture between or among the parties.

Charter of a Steering Committee for Santa Fe River Planning Nichols to Cerro Gordo: Signatures

Alan Webber, Mayor, City of Santa Fe

_____ _____

Signature Date

Attested by Yolanda Vigil, City Clerk, City of Santa Fe

_____ _____

Signature Date

City Attorney's Office, Senior Assistant City Attorney, City of Santa Fe

Marcos Martinez

Marcos Martinez (Sep 17, 2020 09:42 MDT)

_____ Sep 17, 2020

Signature Date

Carl Beal, Center Manager
Randall Davey Audubon Center & Sanctuary, Audubon New Mexico

_____ _____

Signature Date

Robert Findling, Director of Land Protection & Stewardship
The Nature Conservancy, New Mexico Field Office

_____ _____

Signature Date

Sanford "Sandy" Hurlocker, District Ranger
Espanola Ranger District, Santa Fe National Forest

_____ _____

Signature Date

20200917_Charter_Steering Committee SF River Planning Nichols to CG

Final Audit Report 2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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2020-09-17 - 3:41:37 PM GMT- IP address: 63.232.20.2

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2020-09-17 - 3:42:12 PM GMT

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2020-09-17 - 3:42:46 PM GMT

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Signature: Shannon Jones (Sep 18, 2020 12:15 MDT)

Email: swjones@santafenm.gov

16Sep2020 CommiteeRequestApprovalSteering CommitteeNicholsToCGMemoAndCharter

Final Audit Report 2020-09-18

Created:	2020-09-18
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeaqIgPLcKOwJZMeoQxDUvYi5hkP7W660

"16Sep2020 CommiteeRequestApprovalSteeringCommitteeNicholsToCGMemoAndCharter" History

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2020-09-18 - 6:15:39 PM GMT- IP address: 174.237.138.54

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Signature Date: 2020-09-18 - 6:15:57 PM GMT - Time Source: server- IP address: 174.237.138.54

Agreement completed.
2020-09-18 - 6:15:57 PM GMT

Adobe Sign

City of Santa Fe, New Mexico

memo

DATE: September 14, 2020

TO: Public Utilities\Public Works; Finance Committees'

VIA: Shannon Jones, Public Utilities Department Director SJ

FROM: Michael Dozier, Wastewater Division Director MD

Item and Issue:
The Public Utilities Department is seeking approval of a BAR in the amount of $70,000 to cover the negative balance in Professional Contracts 5000361.510300.

Background and Summary:
The Public Utilities Department contracts a Financial Consultant to oversee the Utility Rate Structure for future years with relation to planned improvements and projects currently underway at the facility. Current fiscal year rates have increased due to added information processing needs. The Wastewater Division is requesting a BAR to be taken from Cash and put into 5000361.510300 to cover the negative balance and to allow the Division to utilize the budgeted funds in the other Contractual Services categories.

Action Requested:
Approval of a BAR from Public Utilities/Wastewater Division cash balances to cover the increase in Financial Consulting in the amount of $70,000.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	9/10/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts	5000361	510300		70,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 70,000	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for to fund

for Contract for NM One Call and negative balance

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(70,000)
TOTAL:	**(70,000)**

Maya Martinez 9/10/2020
Prepared By *{print name}* Date

Michael Dozier (Sep 10, 2020 08:59 MDT)
Division Director Signature *{optional}* Date

Shannon Jones (Sep 10, 2020 09:01 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins Digitally signed by Andy Hopkins Date: 2020.09.10 12:39:17 -06'00'
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

nm one call BAR

Final Audit Report 2020-09-10

Created:	2020-09-10
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
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Signature Date: 2020-09-10 - 2:59:44 PM GMT - Time Source: server- IP address: 63.232.20.2

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Final Audit Report 2020-09-14

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