City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 30, 2020
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY 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 Governing Body meeting will be conducted virtually.

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or 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 and all past meetings of the Governing Body 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 Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, 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/91023070113?pwd=QTJrQjl3M2c3TFpCRjVaRkJYZU53UT09. **Passcode: 141109**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 910 2307 0113 - Passcode: 141109**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
SEPTEMBER 30, 2020
4:00 PM
ATTEND VIRTUALLY

AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **SALUTE TO THE NEW MEXICO FLAG**
4. **INVOCATION**
5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
   a) Regular Governing Body Meeting – September 9, 2020
   b) Emergency Governing Body Meeting – September 15, 2020
   c) Special Governing Body Meeting – September 17, 2020
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**

a. Request for Approval of Change Order No. 2 to the Original Contract No. 19-0714 with TLC Company, Inc. for the Canyon Road Water Treatment Plant Raw Water Supply Pipeline CIP No.3038C to Extend the Contract Term by 96 Calendar Days. (Robert Jorgenson, Water Division Engineer, rnjorgenson@santafenm.gov, 955-4265)

b. Request for Approval of Amendment 1 to the Immix Technology Agreement Item # 20-0306, Munis 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)

c. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Abeyta and Councilor Rivera)
A Resolution Adopting the 2022-2026 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 955-4710)

11. **DISCUSSION/ACTION ITEMS**

a. Request to Publish Notice of Public Hearing on October 28, 2020.
BILL NO. 2020-25: An Ordinance Creating a New Section 20-7 SFCC 1987 to Prohibit Certain Police Activities, Including No-Knock Warrants, and Requiring the Use of Body-Worn Cameras During the Execution of Any Search Warrant. (Mayor Webber and Councilor Cassutt-Sanchez) (Paul Joye, Deputy Police Chief, pmjoye@santafenm.gov, 955-5355)

b. Request for Approval of Professional Services Agreements for On-Call Project Management/Owner Representative Services with the Following Four (4) Contractors: Joe Cohen & Associates, Inc., Leroy Nicholas Pacheco, PE, Motiva Corporation, and NV5 in the Amount Not to Exceed $1,000,000 Excluding NMGRT for a Total of Four (4) Years Per Contractor. (Romella Glorioso-Moss, Public Works Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

c. Request for Approval of Budget Amendment Resolution – North Central New Mexico Economic Development District-Non Metro Area Agency on Aging NSIP, Item # 20-0363 (Munis Contract #3201993) in the Amount of $111,126. The NSIP Grant Funds Will be Used to Purchase Raw Food Supplies for Meal Preparation for Eligible Senior Citizens Participating in Our Meal Program During FY 2021. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov, 955-4710)

d. Request for Approval of Budget Amendment Resolution – North Central New Mexico Economic Development District-Non Metro Area Agency on Aging FFRCA Federal Sub-Award, Item # 20-0402 (Munis Contract #3201960) in the Amount of $61,325.10. The FFRCA Grant Funds Will be Used to Purchase Operational Supplies for Meal Preparation for Eligible Senior Citizens Participating in Our Meal Program During FY 2021. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov, 955-4710)

e. Request for Approval of a Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group (“Pete's Place") Located at 2801 Cerrillos Road, for a Four (4) Year Term. (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

f. CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber)
A Resolution Extending the State of Emergency Proclaimed by the Mayor on September 28, 2020, COVID-19 Emergency Proclamation V, by Sixty (60) Days, Pursuant to Section 20-1.2 SFCC. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

g. City of Santa Fe Municipal Court Update. (Virginia Vigil, Municipal Judge, vmvigil@santafenm.gov, 955-5110) **INFORMATION ONLY**

h. Request for Approval of Additional Governing Body Meetings, if Needed, to Address CARES Act Related Items or Any Other Timely Items: (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848)
- Wednesday, November 18, 2020
- Wednesday, December 2, 2020
- Wednesday, December 16, 2020

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Discussion of Pending or Threatened Litigation, Including But Not Limited to, Two Cases Filed in the First Judicial District Court, Both Captioned Gail Gilbert v. City of Santa Fe, Case Numbers D-101-CV-2020-00979 and D-101-CV-2019-02819; and (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

b) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Sale of the Recently Acquired Santa Fe Estates Property. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

- Occupancy Tax Advisory Board
- Community Health and Safety Task Force

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2020-27. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Rivera and Councilor Vigil Coppler)
An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310)

b. CONSIDERATION OF Bill No. 2020-24. ADOPTION OF ORDINANCE 2020-____. (Mayor Webber)

An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-8 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and Quasi-Public Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Permit, Emergency Grading at Owner's Risk:, "Permit, Limited Grading", "Permit, Preliminary Clearing and Grubbing", and "Site Restoration"; and Establishing an Effective Date. (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830 and Jason Kluck, Assistant Land Use Department Director, jmkluck@santafenm.gov, 955-6729)

c. CONSIDERATION OF BILL NO. 2020-22. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell, Councilor Villarreal, and Councilor Romero-Wirth)
An Ordinance Amending the Table of Permitted Uses in Section 14-6.1(C) SFCC 1987 to Include Commissary Kitchens as a Permitted Use Requiring a Special Use Permit in C-1 Zoning Districts; and Amending Section 14-12.1 to Add the Definition of Commissary Kitchens. (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

d. CONSIDERATION OF BILL NO. 2020-23. ADOPTION OF ORDINANCE NO. 2020-____. (Councilor Lindell and Councilor Vigil Coppler)
An Ordinance Amending Section 23-7.4 Relating to Golf Rates at the MRC. (Jennifer Romero, MRC Manager, jcromero@santafenm.gov, 955-4465)
(POSTPONED TO OCTOBER 14, 2020)

20. **ADJOURN**

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting "quasi-judicial" hearings. In a "quasi-judicial" hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

SUMMARY INDEX
Governing Body
September 9, 2020

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3. Salute to the State Flag	led by Councilor Rivera	1
4. Invocation	led by Councilor Cassutt-Sanchez	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Approval of Consent Calendar	Approved as amended	2-3
8. Approval of Minutes- August 26, 2020	Approved as presented	3
9. Presentations	None	3
10. Consent Calendar Listing	Listed	3-5
Consent Calendar Discussion		
d) Vladimir Jones Contract	Approved	5-6
g) 1 – Geo Lane Findings/Conclusions	Approved as amended	6-7
2 - Appeal Denial Findings	Approved as presented	7-8
h) ICIP Priorities	Approved as amended	8-9
j) Capital Reallocation BAR	Approved as presented	9-10
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a) Fire Code Hearing Notice	Approved	10
b) Security Amendment #9	Approved	11
c) Bond Counsel PSA	Approved	11-12
d) Alcohol Service Hearing Notice	Approved	12
12. Matters from the City Manager	Comments	13
13.Matters from the City Attorney	None	13
14. Matters from the City Clerk	None	13
15. Communications from Gov. Body	Communicated	13-15
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16. Roll Call	Quorum present	15-16
17. Petitions from the Floor	Petitions made	16
18. Appointments	None	16
19. Public Hearings		
a. Project Agreement with Savant X	Approved	16-21
b. City Government Reorganization	Approved	21-39
20. Adjournment	Adjourned at 8:36 pm	40

MINUTES OF THE
REGULAR MEETING OF THE GOVERNING BODY
Wednesday, September 9, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, September 9, 2020, at approximately 4:00 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Cassutt-Sanchez.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Vigil Coppler.

4. INVOCATION

The Invocation was led by Councilor Abeyta.

The Governing Body observed a moment of silence for those who died and for their grieving families.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera

Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Marcos Martinez, Acting City Attorney
Yolanda Y. Vigil, City Clerk
Jesse Guillen, Legislative Liaison
Sally Paez, Assistant City Attorney
Bernadette Salazar, Human Resources Director
Regina Wheeler, Public Works Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to approve the agenda as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler requested discussion on 10(d) and (h).

Councilor Villarreal requested discussion on 10(g) and (j).

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the Consent Calendar as amended with items 10(d, g, h, j) pulled for discussion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

8. APPROVAL OF MINUTES:
Regular Governing Body Meeting – August 26, 2020

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the minutes of the regular Governing Body meeting on August 26, 2020 as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

9. PRESENTATIONS

There were no presentations.

10. CONSENT CALENDAR LISTING

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

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

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

d. This item was pulled for discussion by Councilor Vigil Coppler.

e. Request to Publish Notice of Public Hearing on October 14, 2020.
Bill No. 2020-26: An Ordinance Amending Section 24-2.6 SFCC 1987 to Restrict Certain Vehicles From Traveling on a Portion of Sabino Street Running East/West between St. Francis Drive and DeVargas Mall. (Councilor Villarreal and Councilor Lindell) (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

f. Request to Publish Notice of Public Hearing on October 14, 2020.
Bill No. 2020-27: An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-8 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and QuasiPublic Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Site Restoration"; and Establishing an Effective Date. (Mayor Webber) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

g. This item was pulled for discussion by Councilor Villarreal.

h. This item was pulled for discussion by Councilor Vigil Coppler

i. Request for Approval of the North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Title III Federal & State Sub-Award; Contract #2020-21-60026 (Munis Contract #3202012) in the Amount of $801,843.02 to Provide Services to Eligible Clientele Who Receive Transportation, Nutrition, and in-Home Support Services During FY 2021.(Gino Rinaldi,Senior ServicesDivision Director: earinaldi@santafenm.gov, 955-4710)

j. This item was pulled for discussion by Councilor Villarreal.

k. CONSIDERATION OF RESOLUTION NO. 2020-36. (Councilor Rivera and Councilor Abeyta)
A Resolution Accepting a Municipal Arterial Program ("MAP") Cooperative Grant from the New Mexico Department of Transportation ("NMDOT") Identified as Control Number L500383 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Tom Graham, ADA Coordinator, tmgraham@santafenm.gov, 955-6654)

1. Request Approval of a Municipal Arterial Program Cooperation Agreement (MUNIS Contract No. 3202084) with the NMDOT in the Amount of $216,000.00 for Planning, Design and Construction of CIP 853 C – Agua Fria and South Meadows Road Intersection Improvement Project.

2. Request for Approval of Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding.

l. Request for the Approval to Utilize the Sourcewell Cooperative Agreement with Wex Bank in the Total Amount of $495,000 for the Purchase of Fuel (Wex Bank). (Deputy Chief Ben Valdez, bpvaldez@santafenm.gov, 955-5040)

m. Request for Approval of Amendment No. 4 to the Alpha Southwest Contract to Provide Refurbishment of Newly Acquired Las Campanas Effluent Pump Station Tank in the Amount of $298,193.00. (John Delmar, Water Division Engineer, jpdelmar@santafenm.gov, 955-4231)

1. Request for Approval of Budget Adjustment Resolution (BAR) from Wastewater Management Division Cash Balance.

CONSENT CALENDAR DISCUSSION

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

This item was pulled for discussion by Councilor Vigil Coppler.

Ms. Vigil read the caption for 10(d).

Councilor Vigil Coppler referred to the prime.gov black bar at top of page 10 of 20, Item C, Contracted Services, #3, which says, "The Contractor shall submit periodic reports to the Governing Body at least quarterly, on the expenses quarterly for that period. Within ten days, the Governing Body shall furnish copies of them to the Tax Advisory Board." She didn't recall getting any such reports and asked Director Randall if those reports will be made available to the Governing Body.

Director Randall said those reports are made monthly to OTAB but have not been shared with Governing Body. There have been no expenses since

March, so there are no advertising expenses for the first or second quarter, but he can make them available. He apologized for the oversight.

Councilor Vigil Coppler noted this is a contract for $1.3 million and is a continuation and for $1.3 million to not to have the contractor or overseer comply with the requirements of the contract is problematic. We scrutinize things that are much less. This rings a bell for me. When this contract was approved, former Councilor Harris was very inquisitive about the RFP process. This is a similar contract and we are not getting the reports. Either the Governing Body isn't important enough to scrutinize what was approved in terms of new money and not transparent. It also says that when it was approved, we have not been accountable. She was disappointed that the contractors are not complying with the terms of the contract and the overseer is not making them comply. But she brought it now to the Governing Body's attention to emphasize when we approve contracts, we should comply with the terms and somehow are not doing that. She wondered how many other contracts we are not scrutinizing.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve Amendment #1 to the Contract with Vladimir Jones as presented.

Councilor Villarreal wanted the report sent to all Governing Body members.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

g. Request for Approval of the Governing Body's Findings of Fact and Conclusions of Law for the Following Cases: (Marcos Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 955-6512 and Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

1. Approving the Following Requests for Two Properties Located at 4000 and 4100 Geo Lane: (1) an Amendment to the General Plan Future Land Use Map Designation from Institutional to Low Density Residential in Case #2019-19; and (2) a Rezoning from R-1 (Residential-One Dwelling Unit Per Acre) to R-5 (Residential-Five Dwelling Units Per Acre) in Case #2019-20.

Mayor Webber asked Mr. Martinez to explain that this is to determine whether Governing Body will accept the Findings of Fact and Conclusions of Law.

Mr. Martinez said that was correct.

Councilor Villarreal had questions only on this part. She felt the vote should be shown since it was not unanimous. It did for the other item but not for Geo Lane. She did not think the votes were unanimous on GPA or Rezoning. She asked Staff to explain that and add it in.

Ms. Paez apologized and agreed to do that. If the Governing Body approves it with the added statement, it would be easy to correct.

Councilor Villarreal asked if the vote was different for the GPA than for the Rezoning.

Ms. Paez did not have the details in front of her but agreed to make sure they are accurate, if the Governing Body would trust her to do that.

Councilor Villarreal agreed.

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the Findings of Fact and Conclusions of Law for Item 10 (g) 1 as amended with the addition of the vote totals on both motions.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

2. Denying Appeal No. 2020-2175-APPL by Christina Halaburka of the Historic Districts Review Board's Decision in Case No. 2020-1732HDRB and Affirming the Board's Denial of a Request to Demolish a Portion of a Yard Wall at 868 East Alameda Street, which is a Contributing Structure in the Downtown and Eastside Historic District.

Ms. Vigil read the caption for this item.

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to deny Appeal No. 2020-2175-APPL by Christina Halaburka and affirming the Historic Districts Review Board's Denial of demolishing of a yard wall as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

h. CONSIDERATION OF RESOLUTION NO. 2020-35. (Councilor Rivera, Councilor Vigil Coppler and Councilor Garcia)
A Resolution Adopting the 2022-2026 Infrastructure Capital Improvements Plan (ICIP). (John Romero, Acting Public Works Department Director, jjromero1@santafenm.gov, 955-6638)

Councilor Vigil Coppler pulled this item for discussion.

Ms. Vigil read the caption for this item.

Councilor Vigil Coppler drew attention to the project summary and noted that from the Public Works Utilities Committee, an action sheet was also attached in the packet. She had made a motion at that meeting on median beautification with City Park/Recreation repairs and that was approved. She knew it went to Finance but did not know if the Finance Committee changed it back, but it now appears as it was before those reviews.

City-wide parks and renovations and repairs should be #3 and Santa Fe medians should be #4. She was not sure that would matter at the Legislature but the point she made was that children play in the parks but not in the medians.

Director Romero apologized that it was not consistent with what was approved at Public Works and Finance. She is correct on what was approved at Public Works. It was also amended at Finance that put Midtown at #5.

Councilor Cassutt-Sanchez said John Romero covered her concern.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt-Sanchez, to approve the 2022-2026 ICIP as amended with priorities reordered with Teen Center at #1, Airport at #2, Parks at #3, Medians at #4 and Midtown at #5.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

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

Councilor Villarreal pulled this item for discussion.

Ms. Vigil read the caption for this item.

Councilor Villarreal pointed out that at Finance and Public Works adjustments were made. The Finance Committee added funding for Harrison Road, sidewalk and lighting, the Public Safety radio, and the roof and periphery were reduced. She asked Mr. Romero to say if an adjustment was made at Public Works.

Director Romero said they approved adding $225,000 for multi-modal transportation and reduced the roof project down to $1,403,000. That was explained on sheet 25 of the packet (second to last sheet).

Councilor Villarreal asked what the multi-modal transit plan is.

Director Romero asked Director Wheeler to explain it.

Director Wheeler said that item covers a lot of bases. It completes the study for the transit system regarding demand vs. need and identify the right places, the best on-demand bus services and policies on pricing including parking. And is evaluates our multi-modal system to makes trails and roads all work together for how people move around on foot and bicycles.

Councilor Villarreal said that is something we need and is it already in process. She asked if the RFP is out.

Director Wheeler said it already has been bid and is ready for an award. MPO is leading the effort.

Councilor Romero-Wirth asked, for clarity, if the roof repair is for Fort Marcy.

Director Wheeler agreed and is currently estimated at $1.3 million.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the Capital Reallocation Budget Amendment Resolution as amended.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

11. **DISCUSSION/ACTION ITEMS**

a. Request to Publish Notice of Public Hearing on September 30, 2020. An Ordinance Amending 12-2.1 SFCC 1987 to Update the Version of the International Fire Code Adopted by the City of Santa Fe. (Councilor Rivera and Councilor Vigil Coppler) (Geronimo Griego, Fire Inspector II, gggriego@santafenm.gov, 955-3310)

Ms. Vigil read the caption for this item and clarified it is a request to publish

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the notice of public hearing as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

b. Request for Approval of Contract Amendment #9 with Allied Universal Security Which Will Extend Security Service to Cover the Railyard and Railyard Park. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

Ms. Vigil read the caption for this item.

Councilor Garcia asked Mr. Burnett if the contract allows patrol for the underpass at Baca Street.

Mr. Burnett agreed. It absolutely includes from that underpass to Montezuma to cover the Railyard including the Railyard Park.

Councilor Garcia thanked him. There is community concern from events that have occurred at the underpass and if the patrol passes through there at least on a half-hour frequency, it will help alleviate that problem.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

c. Request for Approval of Professional Services Agreement in the Amount of $150,000 Pursuant to Appendix A, Fee Schedule – Bond Counsel Services for City of Santa Fe; Modrall, Sperling, Roehl, Harris & Sisk, P.A. (Bradley Fluetsch, CFA bjfluetsch@santafenm.gov, 231-8753)

Ms. Vigil read the caption for this item.

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the professional services agreement at $150,000 for Bond Counsel Services as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

d. Request to Publish Notice of Public Hearing on October 14, 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 the 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-19 Public Health Emergency and its Effects. (Mayor Webber and Councilor Lindell) (Randy Randall, TOURISM Santa Fe Director, rrandall@santafenm.gov, 955-6209 and John Romero, Acting Public Works Director, jjromero1@santafenm.gov, 955-6638)

Ms. Vigil read the caption for this item.

Councilor Vigil Coppler informed the Governing Body and the public that she brought up questions at the Public Works Committee which were answered. One was when the City has events next summer and what restaurants would still be able to serve on the sidewalk during those activities. She was concerned about their ability to use the street in front of their business. Director Romero had agreed to work on that part.

Director Romero agreed with her summary. We will coordinate it for all events with those restaurant owners.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve publishing notice for this public hearing as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

12. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill drew attention to her email sent last week on her monthly report on contracts approved. There were seven contracts ranging from $67,000 to $200,000 including GRT. She will provide a monthly report. We have an approved budget so we will see other contracts as they occur.

She acknowledged with appreciation, the entire City team who have made sacrifices all around and exhibited remarkable resiliency. Fiesta Friday will look different this year but thanks to all who coped with the challenges of the present.

13. MATTERS FROM THE CITY ATTORNEY

The City Attorney was not present.

14. MATTERS FROM THE CITY CLERK

There were no matters from the City Clerk.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal appreciated the City staff for sticking it out for the past furloughs and hopes for not going there again.

Councilor Lindell said she had nothing to communicate but was remiss in not making a remembrance of Forrest Fenn earlier She shared her remembrance and sent her condolences to his family.

Councilor Cassutt-Sanchez thanked Staff for taking care of the tough times and hoped those furloughs are behind us now.

Councilor Garcia continued his District tour, showing a mural at the courts at Zia and Yucca done by the Mayor's Youth program in 1996. He hoped the City would soon be able to continue supporting murals in public places. He knew resources were tight but wanted to work on getting artwork back on the streets. He also

thanked every employee for bearing with the Governing Body as this crisis hit their paychecks and hoped and prayed no more would happen.

Councilor Romero-Wirth described her background which showed a picture from Marie Sanchez Tucker who was before the Quality of Life Committee last week to talk about all the great work of the library during this period. She gave a shout out to Library staff and others during these hard months. This picture is the Great Southwest Room at the Library. She noted that people can see the presentation on the City's Youtube channel.

Councilor Vigil Coppler thanked staff for all the work they do. From emails, she knew they don't always feel appreciated, but we do. She thanked John Munoz and Jennifer Romero, so she had the golf course as background. Mr. Munoz had a certificate of appreciation to pass out and it was very touching, and people were very happy to get recognition. She and Councilor Garcia gave the certificates out. She and Mayor Webber attended the swearing in ceremony of police cadets. Sgt. Chandler was promoted and one day she might be our next female police chief. They were great ceremonies and some new officers were transfers from other places.

Encouraged those who pick up at the parks, etc to continue to wear PPE. It is important not to send anyone out without Protective gear. We already know those parks are not the cleanest places. And we should consider buying that protective gear for them. It is totally against our safety rules and perhaps they need hepatitis shots as they pick up needles. We are not going to stop cleaning parks. And unless we have great recovery/prevention programs, they will still find needles to pick up in their cleaning.

Councilor Rivera said he has been here since 1987 and these are even more challenging times now. Thanks to our staff and to our managers for taking the bigger hit during those challenging times. And for those who are on the street daily. He also thanked the Kiwanis Club and Channel 7 for their coverage of Zozobra and sharing things he didn't know about it. And thanks to all who helped.

He introduced a resolution directing the City Manager to have Public Utility Staff apply for federal and state funds for water, wastewater and other water related projects. He noted that Councilor Romero-Wirth is cosponsor. And he requested to be signed on as cosponsor to Councilor Abeyta's resolution.

Councilor Abeyta thanked all staff and thanked the Kiwanis Club, especially with all the challenges his year. Being a former member, it takes a lot of dedication and work and this is also Fiesta Week. He will deeply miss the pet parade and music and food on the Plaza, and he gave a shout out to the planners with hope that we will get back there soon.

He introduced a resolution adopting the 2021-2025 Senior ICIP for the Senior Citizens' Department.

Mayor Webber commented that since it was Labor Day on Monday and we should thank all essential workers across Santa Fe who have contended with really difficult circumstances It is Labor Day with great challenge in it and recognition of history to the men and women who provide those services to us. It was a thoughtful day for all of us.

Coming up is 911 and recognition of all safety personnel and everyone can watch it on the City's website. He also thanked all fire and police who made the Zozobra event happen and people watched it from all over the world this year. More than 100,000 glooms went up in flames at it.

Finally, thanks to our managers. We are working with a CARES Act allocation from the State to provide relief to men and women and families in Santa Fe, and small businesses. It was put together in about a week, thanks to our managers, our City Manager, City Attorney, HR, and Finance. All came together to produce a request in Santa Fe and thanks to all who made it happen.

There is a lot going on with COVID 19 - lots of resilience, compassion, and empathy as we move into the Fall.

Having completed the Afternoon Session, the Governing Body recessed at 5:04 p.m. to resume at 6:00 p.m.

EVENING SESSION – 6:01 P.M.

16. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely

Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

17. PETITIONS FROM THE FLOOR

Ms. Stefanie Beninato said she got a Finding from the Human Rights Commission that there is probable cause for a discrimination claim against the City of Santa Fe for its maintenance of a secret notebook against her. She had asked the City Attorney over a year ago, to destroy that notebook, since it was collected without notice. But the City Attorney refused to do so. The Human Rights Commission strongly urges mediation on that. She hoped the City would discuss that in executive session and direct City Staff to go forward in good faith. You don't have digital readings daily for temperature but once a month for the State. "I think you are being disingenuous about it. I hope you will discuss it in executive session."

There were no other petitions.

18. APPOINTMENTS

There were no appointments.

19. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2020-21. ADOPTION OF ORDINANCE 2020-22. (Mayor Webber and Councilor Vigil Coppler)
An Ordinance Relating to the City of Santa Fe Economic Development Plan Ordinance, Article 11-11 SFCC 1987; Approving and Adopting a

Local Economic Development Project Participation Agreement Between the City of Santa Fe and Savant X, Inc. for Design Development, and Construction of Tenant Improvements; and Lease Payments, Expand a Corporate Research Center, a Local Economic Development Project. (Fabian Trujillo, Office for Business Growth Manager, ftrujillo@santafenm.gov, 995-6912)

Ms. Vigil read the caption for this hearing.

Manager Trujillo presented the proposed ordinance to the Governing Body He introduced Ed Heinbockel, CEO of the Company and Peter Mitchell, from the New Mexico Economic Development Department. This is a software development company focusing on AI, with headquarters in Jackson Hole, Wyoming and they are seeking to locate a center here in Santa Fe as a corporate research facility, after searching elsewhere. They are developing software for the nuclear energy industry to keep it safe as used in transportation, the Dept of Defense, and other industries.

Manager Trujillo gave a brief overview of economic development in the City. According to New Mexico Workforce Solutions, Santa Fe lost 8,300 jobs with an unemployment rate at 13.5% at end of July and was 4.4% last July. Only construction, financial services, education, and health care industries are showing any growth. Santa Fe needs new jobs. Savant will help in diversifying our economy.

This project is requesting $500,000 from City and State and will match it with $50,000 over five years. They will provide jobs averaging $97,000 in annual salaries and provide a capital investment of $2.4 million. They expect to generate $28.4 million in the local economy and Santa Fe will receive a net benefit of $5 million. They project 128 jobs and we expect them to stimulate growth in the high-tech industry in Santa Fe.

Public Hearing

Jake Houghlan works for New Mexico Watch. He did not think this is the appropriate company for Santa Fe to invest in. He was at the company's website and the industries for which they do propriety software. He understood it is the State Economic Development Act that enables the City and State to invest in them. Savant does a lot of software for the nuclear industry which is a dying industry. Small modular reactors are about all that is left and that, too, is failing. So, he doubted the long-term benefit. Their other sector is the military. He came from a military family

and has a high regard for the military. St. Francis was a saint of peace. (Time up.)

Stefanie Beninato had concerns about giving out funds for these types of businesses. Descartes Lab said they have good job but a woman working for them had trouble paying $800/month rent. It seems we are paying them to look good in the public. Savant X does a lot of surveillance software and she thought the City is under enough surveillance already and we don't need that type of industry here. It does not speak well for our environment. They have four jobs so far and promise over 100 and she would like to know how soon the jobs will be developed.

There were no other speakers for this topic. Mayor Webber closed the public hearing portion and asked for a motion to discuss

Governing Body Discussion and Action

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve Ordinance 2020-22 as presented.

Discussion on the Motion:

Councilor Villarreal said she brought up some issues and got a response from Peter Mitchell at State Economic Development Division. There is never a criterion for New Mexico residents to have priority in jobs. On LETA, how do you set criteria for LETA funds that are not just a number of jobs? What is the public good and is there criteria around them for aspects of the business models and social benefits for staff? That is her overall concern. At Finance, she was told it is only for number of jobs.

Manager Trujillo said Mr. Mitchell can speak to it. The City and State partner together on LETA projects. It is not just number of jobs, but we have lost many jobs in the last report. It also looks at the public benefit. During the pandemic, we felt job creation was a key area to look at. And it is our recommendation but up to Governing Body to consider that.

Mr. Peter Mitchell said LETA dollars are for capital investment and job creation. The benefits are addressed in our job training. We look at the overall picture. The LETA Fund is dynamic, and we are always looking for better ways to award the funds.

For the Cabinet Secretary, the Governor, and him, this is a good company for New Mexico. The focus here is on abundance of talent with National Labs to accommodate the type of jobs here.

Mr. Heinbockel said, as a concise response, we are not under a requirement to hire New Mexico residents, but it is not wise to not consider New Mexico residents. It makes little business sense for head hunting and expense of relocating so we have already hired three locals and looking for more. Our Company follows that criteria. Hopefully, that adds color to your request.

Councilor Villarreal wanted Mr. Mitchell to say more. She thought about the social benefit and human capital. What are these businesses going to bring? Do they have good hiring practices and benefits and gender equity or maybe paid sick leave? Do those things get considered?

Mr. Mitchell said they do look at those criteria for job creation and they are thoroughly vetted through the job training program and we believe Mr. Heinbockel has answered that very well. So, we do take the admonition to the company. WE don't look at those things in LETA Funding. We do look in LETA for how many qualify for JChip. That is a criterion considered for funding and LETA Funds.

Councilor Villarreal asked Manager Trujillo if the City has criteria for what she calls social benefit.

Manager Trujillo said he does look at public benefit – and employee benefits. It is subjective. We like to see them pay at least 50% of medical plan. Mr. Heinbockel can speak to it and specifics on medical benefits.

Mr. Heinbockel clarified that Savant X is a C Corp and we have stock plan for employees based on merit and performance through a yearly review. It is a means by which to reward employees in the longer term and to grow them. We are in process to setting up 401K and provide 50% of health insurance premiums which covers dental. We are adding life insurance as well. We have had no complaints and are competitive in the industry.

Regarding social benefits - A corporation is a group who decide to work together. We let experienced staff mentor inexperienced people that we hire, and we "grow" people hiring them out of school and we have remarkably low turnover. We are investing in the team; giving them tools and mentoring which helps them professionally and answers the social benefits you are asking about.

Councilor Villarreal was glad to hear that. On the industry sector, we have heard you are dealing with nuclear reaction. She wondered about the long-term effects of that.

Mr. Heinbockel explained that this industry came to Savant to help them. They are a regulated industry and squirrel away all their data. Anyone who is honest in the industry knows that it operates mainly through "tribal knowledge." They learn operationally the best practices. They came to us to help them be able to detect early outbreaks of radiation. But that is not a big part of our business. The same technology is used across other sectors of industry. But the genesis of that was when they came to us. When people come to ask for help in a critical sector, Savant is "all over that to help them keep safe." We are far beyond that now. The company's scope is much bigger than that.

Councilor Villarreal surmised that nuclear power is no longer the core industry for Savant. She asked if they have found more interesting things.

Mr. Heinbockel said they support the nuclear power industry as they can but the call in was accurate. It is a dying industry and they are an industry that is difficult to propagate change. They are all nuclear engineers. We are there to help them, but they are set in their ways. It is not a growth source. Chemical plants, manufacturing, etc. would all be supported. For the nuclear power industry, if it is not shut down, we should protect it as safely as we can.

Regarding military business, the US has a strong military and we support those who are out there on the lines and we want to provide them the tools to be able to come home safely.

Councilor Villarreal thanked him for his response. The fact we have a nuclear lab here is something to be mindful of.

To Mr. Mitchell and Manager Trujillo, she wanted to figure out how LETA funds can have more social benefit in our workforce and how we can deal with it. She did not know how much the City is bound to the State's criteria but wanted to learn how LETA requirements could be changed to help with that. She also wanted LETA funds to be more equitable in looking at social benefit. We can't deal with that tonight but putting that bug in your ear that it won't be the last time she talks about it.

Mr. Mitchell agreed with the need to expand the criteria and social benefit. He mentioned that they have funded projects in rural New Mexico and

would be happy to present Councilor Villarreal's proposals for more social benefit and her guidance.

Mr. Mitchell also described how ranches were being funded in New Mexico at 12 ranches so far.

Manager Trujillo added that this is the first recruitment project recommended for funding in the LETA Program. All the projects are locally grown projects and include Marty's Meals, Second Street Brewery, Santa Fe Spirits, and others that are grown here and source locally. This is a project funded by us in high tech and it helps diversify our economy and we use good strategies for location of our projects. It must have innovative potential, create jobs, and have low environmental impact. Savant X and a few others all have those attributes that we brought to Governing Body to approve.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

b. CONSIDERATION OF BILL NO. 2020-20. ADOPTION OF ORDINANCE NO. 2020-23. (Mayor Webber)
An Ordinance Creating Efficiencies, Enhancing Effectiveness, and Eliminating Silos by Reorganizing Certain City Departments, Organizing the Economic Development Division, Office of Affordable Housing [~~Office~~], Planning and Land Use Department, Tourism Santa Fe Department, [~~Recreation Division,~~] and the Arts and Culture Department as Divisions of a Community Development Department; Organizing the Community Services Department, Police Department, Fire Department, Recreation Division, and Office of Emergency Management and Safety as Divisions of a Community Health and Safety Department; and Placing [~~the~~] Constituent and Council Relations [~~Department~~] Into the City Clerk's Office to Form an Office of Community Engagement; Amending Section 2.6-3; Replacing Section 2-8 SFCC 1987 with a New Section 2-8 SFCC 1987 that Establishes all City Departments; Reorganizing Existing Sections 2-8, 2-14, 2-15, 2-19, and 2-10 as Subsections of the New Section 2-8; Establishing in Ordinance the Existing Information Technology and Telecommunications Department and [~~the~~] Constituent and Council Services [~~Department~~]; and

Repealing the Sections of Chapter 2 that Establish Departments that are Either Becoming Divisions or no Longer Exist, Sections 2-9, 2-10, 2-11, 2-12, 2-13, 2-16, 2-19, 2-21, and 2-23 SFCC 1987; Amending Section 2-22 SFCC 1987 to Provide Contract Internal Audit Functions; [~~and~~] Amending Sections 26-1.6 and 26-3.5 Regarding the Office Of Affordable Housing; and Making Such Other Changes as are Necessary. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848, Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Jesse Guillen, jbguillen@santafenm.gov, 505-955-6518) **(POSTPONED AUGUST 26, 2020)**

Ms. Vigil read the caption for this case.

Mayor Webber proposed to try to keep this in an orderly way and give everyone a chance to speak. Since it was considered last time, he asked Councilor Abeyta to highlight the discussion at Finance, then go to public hearing and then to the Governing Body for a motion along with three amendments – two from previously in the packet, and one from Councilor Garcia, and get the main motion amended as desired and then discuss and proceed to a vote on the amended main motion.

Councilor Abeyta summarized the Finance Committee discussion mainly on the FIR #3237, on page 35b in the packet. The Committee got a summary that described which departments would be affected and the consequences of not passing it as well as its relationship with other legislation with administrative implications, fiscal implications, increases in salaries and benefits. The Governing Body unanimously approved the FY2021 budget in August and the DFA ratified it in August. The Committee discussed fiscal impact for 90 minutes and did not recommend any changes.

Public Hearing

Stefanie Beninato was in opposition to the proposed changes. She said, "You are not eliminating silos but creating different ones. I don't think the departments you have created are intuitive. For instance, who would expect the City Clerk to be in the Office of Community Engagement?" She did not see how Tourism and Affordable Housing Department were to become a team, although they might want to use land in certain ways. This seems to be more bureaucracy and a lot of sidestepping has already gone on. Reorganization happened when Mayor became full-time with more office

staff for him, as well as constituent staff. It is an excuse for when City Hall is not functional. She didn't see what happened with Libraries fit in and didn't know where Public Works fits in with what they do. She wondered why Finance got recreated and wondered why they did not heed the advice to keep Parks and Recreation together. Why is Workplace Safety under the Office of Emergency Management? Why was Finance redone? What are the changes? How much input came from the entire City Staff?

As Councilor Villarreal pointed out, the person hired cannot do it all so has to have assistant. So, it looks like bureaucracy keeps exploding at City Hall. She would like to see much more education and why these changes would bring about much more efficiency and more transparency.

Terese Martinez with AFSCME Local 3999. She said the Fire Fighters Union was trying to get in on Zoom and were unable. She didn't know why the link was not working for them. She said her statement was actually four minutes and asked for more time.

Mayor Webber gave her two minutes.

Ms. Martinez read her statement very quickly. In July, we asked that the budget not be approved because it included the reorganization. For the third time, we ask you to not approve the reorganization. This position is supported by over 51% of Santa Fe employees. You can just vote yes or no and go about your lives as normally, but we must live with the consequences of that decision every single day. When over 700 members say "no," how can nine people not hear? We have not been asked but we are being told that a sweeping reorganization is best for us. We need to hear how this is better for us. This is major surgery on City government, and it needs more input, more facts, and more research. This includes shutting down divisions, replacing managers, and moving budgets and workers. Why not put out the survey, visit the boots on the ground, and ask the right questions?

Juan Lopez, representing Local 2059 of the Fire Fighters Union, said, "We feel we have gained a basic understanding of the reorganization and have concerns. Our concern is trying to push this reorganization at an unfavorable economic time. We are in favor of making this the best City. But the climate is so volatile that we question doing it now. I hope we can continue to strive to make Santa Fe the best in the state and country."

There were no other speakers from the public and Mayor Webber closed the public hearing part.

Two written comments are attached as Exhibits 2 and 3 to these minutes.

Governing Body discussion and action

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to table this item.

VOTE: The motion failed on the following Roll Call vote:

For: Councilor Garcia, Councilor Vigil Coppler and Councilor Villarreal.

Against: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve Ordinance 2020-23 as presented.

Amendment to the Motion

Councilor Villarreal's amendment was to clean up the gender-specific language.

Councilor Villarreal said it was proposed at the last meeting to make it gender neutral and she gave a few examples. She also clarified that "safety" includes safety of all City employees.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to amend the main motion to make it gender neutral and to clarify that "safety" includes employees' safety.

Discussion on the First Amendment

Councilor Garcia asked if the Council doesn't need to hear Councilor Lindell's motion first.

Mayor Webber explained this is an amendment to the main motion.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None

Mayor Webber said the second amendment was also in packet last time. It is to clarify language of division and departments.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to amend the main motion as stated by Mayor Webber to clean up language around divisions and departments.

Discussion on the second motion to amend:

Councilor Vigil Coppler asked for clarification on which amendment this is and where it was in the packet.

Councilor Garcia said it is in two portions on page 28, line 20 and line 21. Where it is to remove the brackets and the strike through "departments" and strike "division."

Councilor Vigil Coppler referred to Prime.Gov and asked what item it is.

Councilor Romero-Wirth said it is the 7th item down from the top.

Councilor Vigil Coppler observed it was Mayor Webber's amendment.

Mayor Webber agreed. He proposed it.

Councilor Romero-Wirth said it was one of the items that came up in the Committee hearings.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: None.

Third Amendment to the Main Motion

Mayor Webber asked for Councilor Garcia to present his new amendment.

Councilor Garcia said he is proposing this amendment because he strongly believes the Governing Body is working forward to make data-driven decisions. There has been no data supporting this reorganization thus far and he wanted the Governing Body to implement some sort of plan as we move forward toward this reorganization.

He proposed to insert a new section: "An assessment process will be developed to provide a work environment review of the Community Engagement Department, Community Development Department and Community Health and Safety Department. Assessments will be administered by the 1) 180th day, and 2) the 365th day of passage of this ordinance. Assessment data must be provided to the Governing Body within 30 days of assessments being administered. The Assessment, at a minimum, will utilize a confidential process that administers a survey with the purpose of collecting data from all employees in the Community Engagement Department, the Community Development Department and the Community Health and Safety Department. The Survey, at a minimum, will ask the following questions: Has there been an increase in communication amongst the employees in your newly created Department? Are you able to accomplish additional work responsibilities due to the reorganization of your Department? Has there been an increase in collaboration amongst department employees? Are you able to complete your work responsibilities at a higher effective rate due to the reorganization of your Department?"

He felt this should help us know if it is successful, and if it is not successful, how we can improve it. He was concerned that without data, we have no path to go down. He was completely open to additional questions. With the proposed motion last time, there was a six-month review which is covered here along with a one-year review. It provides a framework. It shows that

we really want to walk the walk for the talk we talk. That is the intention It includes a confidential process. There are similar surveys conducted and he felt we would get true responses from employees.

MOTION: Councilor Garcia moved, seconded by Councilor Villarreal, to approve this amendment as presented.

Discussion on the Amendment

Councilor Vigil Coppler said she liked the thought process behind these amendments to assess how things are going. She would like to see more response with open-ended questions. So, she would ask if Councilor Garcia would be willing to turn the questions into open-ended questions rather than yes/no questions.

Councilor Garcia agreed. The intention was not to be yes/no.

Councilor Vigil Coppler added that if written into the ordinance, that is exactly what you would get. And it would be too late. She suggested something like -

1. How has communication increased or decreased among employees in your newly created department?
2. Have you been able to accomplish additional responsibility due to reorganization in your department?
3. Has there been an increase or decrease of collaboration among employees? Why or why not?
4. How have you been about to complete your responsibilities either at a higher or lower effective rate due to the reorg in your newly completed department? Why or why not?

Councilor Villarreal, added on the first one suggested, has there been increase or decrease in communication among employees in your department.

Councilor Rivera said we have had this issue before with trying to wordsmith amendments at the last minute and is exactly what is happening again. Even though the wordsmith is not something that is going to be in front of us, we need to look at them and think about and absorb. I think these were sent out yesterday and have not had

time to consider what I think. On the surface, he agreed they were just yes or no questions. The other issue is that they were brought up to me at the last minute and there is no transparency with the public being able to see them beforehand. And even with the wordsmithing I've heard so far, they would be subjective questions. Even if open-ended, they are not measuring anything on how the work is being done, but just employees' opinions.

Councilor Rivera asked Mr. Martinez if we have ever added something like this to an ordinance before.

Mr. Martinez was not aware of any. There are portions of the code that ask for periodic reporting so that is typical but the framing of questions within an ordinance, he was not familiar with.

Councilor Rivera his recommendation was to give the responsibility to the City Manager instead.

His other question was on the City Charter that prohibits the Governing Body from getting into the day-today operations of the City.

Mr. Martinez said he has reviewed the City Charter on the allocation of authority between the City Manager and the Governing Body. He did not think this ordinance conflicts with the law. His Office would not have signed it if we thought it did. We would want to make sure it doesn't invade the area of the City Manager's duties and to follow the City Charter.

Councilor Rivera imagined the City Manager would have to take it on and would need to react to it. Maybe that is not the right question.

Mayor Webber wasn't sure it was a question but more of a comment.

Councilor Rivera was just concerned about this coming at the last minute. He didn't like it much and didn't think it should be in the ordinance.

Councilor Cassutt-Sanchez echoed some of Councilor Rivera's concerns about wordsmithing. She also had concerns about creating a survey on the fly. She was not sure this is measuring what we want to measure. She was very hesitant to approve these questions now.

Councilor Vigil Coppler said it was the concern last time that it was considered at the last minute and did not involve all the Councilors and certainly not the employees. That is how it is done best. If there had been foresight and forethought on how to reorganize, we probably would have a better document to look at tonight. The only thing she got was a phone call from the City Manager saying, "This is what we are doing," as if it was a done deal. No matter how much the Councilors weigh in on it, it is the employees who make the difference on it. We need employee involvement in it and could have gotten a better product. Employees can make you or break you and when they are not consulted, it is not healthy for the organization. That was why she moved to postpone it.

Councilor Villarreal appreciated Councilor Garcia's attempt for this since there was no assessment in the beginning. So, she supported the amendment and it could be completed later. The creation of a matrix could be subjective too. She didn't think it is fair to say we are doing it now.

Modification of the Proposed Amendment

Councilor Garcia responded on that last point about it being at the last minute. That absolutely was not his intention. He emphasized that he had offered his support to strengthen the reorganization and not only during the meeting but afterward. He had emailed the Mayor to help but got no response. He never heard back and that forced him to act late. He felt it was his duty from one who has worked in that field for all his career. He would be open to striking the whole amendment and would suggest that the City Manager develop a survey of the employees by the City.

He modified his motion to strike from, "The Survey at a minimum" to the end and insert "The City Manager will work with the City Council to develop the survey."

He pointed out that other Councilors were in favor of the review. This just sets a structure for it and more tools for the review.

Mayor Webber understood that the amendment as proposed would stop at "Departments" and insert that the City Manager would work with City Council to develop the survey.

The seconder agreed to the change of the amendment.

Councilor Garcia hoped that will meet the concerns.

Councilor Cassutt-Sanchez agreed that does help but she was still having a hard time with this amendment. She was looking at how we wanted to start the process. Assessment is something we should be utilizing but we don't have the other components and there is more that needs to be worked on. She would be happy with an assessment process that would be developed by the City Manager. She was not sure about the substance with it and not sure she could support it now. She needed to think about it more.

Councilor Garcia said the reorganization impacts every single employee of the City. This would help create the quality data needed to evaluate those three new departments. He did not understand the confusion. We are going to assess the employees who are affected by this in those three departments, set the time frame and saying a survey would be used to collect data. With those three solid foundations, he did not see why it would not be a solid process.

VOTE: The motion failed on the following Roll Call vote:

For: Councilor Garcia, Councilor Vigil Coppler and Councilor Villarreal.

Against: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

Discussion on Main Motion as Amended

Councilor Vigil Coppler recalled a city survey not long ago with the Santa Fe residents and none of them said they wanted reorganization or regrouping of our people to accomplish better response times or cleaner parks, etc.

Since then, she had received no communications that said they thought this was a good idea – not one. So, she wondered what the people are seeing. Last time we talked about focus groups; she recalled the City Manager saying the employees were consulted. But some of them said they were not consulted. She asked Manager LaPan Hill about that.

Manager LaPan Hill said she did not recall the comment. But each department director had meetings with their department employees. There were many meetings She said she could communicate that in more detail. She anticipated that communications will be more robust – better with the reorganization. That is part of the ongoing process. She would invite any department director now to present for further comment.

Councilor Vigil Coppler disagreed and felt that was not necessary. It is the people that apparently many Department Directors said they spoke to. But many of those employees were just told what would happen and not asked for any input on how they could perform any better with a new organization. There was no discussion like that that people told me about. They said they were told; not asked what they thought or putting post-it notes on how things could be better. That is how successful reorg happens. There may be even some department directors who just said this is what we are going to do.

She asked who wrote those three mission statements.

Manager LaPan Hill said those draft statements were created by her, the department directors, the Finance Committee, the Quality of Life Committee and in draft iterations at the budget hearings. One of the first tasks for the new Directors was to build out the level of mission statements. They are starting points.

Councilor Vigil Coppler explained that in any organization she has been in, they have mission statements created by employees. It is a collaboration of what is meaningful for their jobs, their department, etc. that is how mission statements are handled.

Right now, if the employees were involved in developing them, you could go to a lifeguard and the lifeguard should be able to tell you what the mission is. "But today, I guarantee they would not know because they were not involved."

The next issue is the $29,000 increase. Where did that come from. Does it involve change in letterhead? Is it cars? Is this just salary and benefits?

Director McCoy said it is on the last page of the FIR where it gives the breakdown in the narrative and what Councilor Abeyta discussed previously in Finance. It is salaries and benefits in the reorganization package for the new position.

Councilor Vigil Coppler asked whose salary and whose benefits it was for. That is not in the FIR.

Director McCoy read from the last page of FIR, "The proposal includes reclassification of the Parks and Recreation Department Director from a Range 27 to a Recreation Director – Range 25. The total salaries and benefits will be $29,000 in the General Fund. The proposal also includes reclassifying the Economic Development Director, which is a Range 23, the Community Development Department Director which is a Range 29. This is a total increase of $31,638 which 75% is borne by the General Fund and 25% borne by the Economic Development Fund. The proposal includes reclassification of the vacant Assistant Fire Chief position, which is a Range 24 for Community Health and Safety Department Director which is a Range 29 with a total increase of $17,570 salary and benefits in the General Fund."

Councilor Vigil Coppler asked, from the personnel rule, what percentage was applied to these numbers in the salary range.

Director Salazar replied that it was compared with comparable jobs and similar qualifications.

Councilor Vigil Coppler asked what percentage of the range the Parks Director will get or if she will get a pay increase.

Director McCoy explained that the incumbent was not retired when this budget was considered. She pulled up what was budgeted for that position.

Director Salazar said the Parks Division Director position is vacant, and she was not aware of any change.

Councilor Vigil Coppler was told the Golf Course Manager is going to fill the Parks Division and asked if Director Salazar did not know what that is.

Director Salazar said the salary is the same for that position.

Director McCoy agreed. The salary is $95,000 as included in the budget.

Councilor Vigil Coppler asked if that is what the current MRC Director is going to get.

Director Salazar said that is the available budget for the position, once filled and is the same as was the Recreation Director will get.

Councilor Vigil Coppler asked if both persons have agreed with those salary amounts.

Director Salazar said the Parks Director position is vacant.

Mayor Webber clarified that they are waiting for approval before people are put in those positions.

Councilor Vigil Coppler commented that our City relies heavily on First Responders and the sacrificial position that was taken to fill the new Community Safety Director that includes all the libraries and such was taken from the career ladder of the Fire Department.

So why didn't you use that same consideration for the other vacant positions? Mayor Webber took a new position from First Responders in his department instead of from one in his own office.

Mayor Webber said he spoke with Chief Babcock about it several times and that position over many years was not a permanent fixture in the Fire Department. It mirrors the position of Deputy Chief in the Police Department and it was done with his advice and consent. Neither his office or the City Manager's has a Chief of Staff and we are not filling them to preserve the resources. It is false to say we are filling more positions in the Mayor's Office. We talked with Chief Babcock and Chief Padilla. The Fire Union is feeling concerned about career ladder issues and we are doing what we can to bring fire personnel back into the pay, uniform, etc range to make sure they are recognized for their performance and trying to get the Legislature to change the PERA schedule to make sure they get the benefits they deserve.

Councilor Vigil Coppler didn't think either Chief would say no to the Mayor. It could be any one of another positions in fire service. She was not being facetious about Chief of Staff position at all. She asked what had happened to that position.

Manager LaPan Hill said it is vacant.

Councilor Vigil Coppler noted we have a span of control in a goal to do away with silos and create three big silos in addition to the two other silos we still have so the City Manager would have only seven directly reporting and converted the Chief of Staff position into the Public Safety position, and no Chief of Staff, it reduce the span of control to six people. That might have been a better priority and not necessary anymore.

That position could have been used in the Fire Department. It is an important position in this City and instead of having a Chief of Staff for the City Manager, this was done by taking the career ladder from the Fire Department.

She observed that Councilor Garcia did his darnedest to get a measurement to make sure the reorganization would work. How

will you know if it is working? There is no real test for how it is or not. We still don't know the answers and just shut down some amendments that would have helped.

She said she heard this would simplify the calls. When police or fire are called to a go out on a call. And what is the rational for including library and senior citizens and community services in this department? She didn't understand the rationale.

Mayor Webber said this is a move in the right direction in recognizing the serious situation we are in. He used an example of a man with bipolar disease who was shot and a boy with autism who was shot. We have a failure of imagination around emergency and public safety. We are asking police and fire to do things for which they are not the best responders. We ask them to do it in isolation and now all learning about social indicators of help, etc.

We know our librarians are often called upon to function as therapists by people with nowhere to go and often go to the library and the librarians who are not trained as therapists frequently must do so. So, combining them is far from hypothetical and what libraries around the country are doing. We are doing it with programs in Santa Fe too.

People who are isolated have lives shortened. The rationale seems unassailable. It is the right way to think about the values. We want the community to have people in place with the skills recognized for the service they provide.

Councilor Vigil Coppler did not understand why that could not be addressed in Community Services as it is now. She questioned if the reorganization was going to help this. Who else would go on the call?

Mayor Webber recalled it was in the questions by Councilor Villarreal on how Chief Padilla and Director Ochoa would be working more closely together and embedded in future budgets and job descriptions and a culture change – not overnight but as a process of thinking through what kind of services we want to

provide as a community. As Mayor, he believed it is accomplished in how we embed it in our business rather than an ad hoc basis. Other cities have done it. As we see social issues considered in public safety, it needs to be a structural component and through leadership, partnership, and teamwork, is built into how we respond to calls and programs.

Councilor Vigil Coppler said it will not all be done on $29,000. She didn't understand how that can work and why it can't be accomplished as it is now under Community Services. While she appreciated the vision, she did not know how boxes on paper will accomplish it. She could see it in maybe three years, but Fire and Police already have their structure done. Without a clearly thought out plan and procedures in things that staff must contend with in the future, they need to be discussed and fine-tuned. This is collaboration among departments and how you work proactively to accomplish things.

The last thing is a key point. If you have good management in place and mission clear to produce a strong organization, you do it from the bottom up and it takes time. It takes discussion and has good energy behind it the way it should be done. With focus on the priorities and what you try to accomplish. And there is a complete sentiment in the City who don't want Parks and Recreation broken up. We don't need reorganization to do any of these things. They can all be done with the structure we have right now. We have gotten resignations to put good people in positions and, instead of gaining ground, we are losing ground. She was sad because it is like one step forward and two back. This is not a good thing for this City, and she planned to vote against it.

Councilor Abeyta did not disagree with a lot of what Councilor Vigil Coppler has said. He has always supported this because he saw it as the first step. He came in with the Coss administration and we did the reorganization first and then worked on the other things. He believed a lot of this can still be accomplished and we need to rely on the management to see that it does.

Call for the Previous Question

Councilor Abeyta said the Governing Body can discuss this for a long time. He called the previous question.

Mayor Webber clarified that a call for the previous question is not debatable.

Mr. Martinez agreed. It is not up for debate.

Mayor Webber said the motion is for approval of the Ordinance.

Councilor Romero-Wirth disagreed. The call for the Previous Question is the vote.

Mayor Webber agreed.

Councilor Romero-Wirth explained the call for previous question is not debatable or amendable.

Mr. Martinez agreed. That is correct.

Councilor Villarreal asked if comments could not be made if the vote is approved.

Mayor Webber agreed but added that people can explain their vote.

Councilor Romero-Wirth – if the call for previous question passes, we must immediately take a vote on the motion. Members can explain their vote in one-minute max. It is done after the vote is taken.

Vote to Call the Previous Question:

VOTE: The Call for the Question was approved on the following Roll Call vote:

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler and Councilor Villarreal.

Against: Councilor Garcia, stating "Give everyone a change. The original motion made by Councilor Lindell does not include a review and it needs that.

Councilor Romero-Wirth said the Call of the Question means no more debate. Councilor Garcia's comment was out of line. She explained the ability to explain one's vote.

Vote on the Main Motion as Amended:

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

Against: Councilor Garcia, Councilor Vigil Coppler and Councilor Villarreal.

Councilor Garcia wished to explain his vote.

Councilor Romero-Wirth, as Parliamentarian, said Councilors should have said they wanted to comment when they voted.

Mayor Webber allowed his explanation.

Councilor Garcia appreciated Councilor Romero-Wirth getting us in order. He said, "This is not the way we have conducted business and this dramatic approach is unfair. We are all elected officials and representing our constituents and when shut down, you are saying our constituents do not matter. "I do not care. You've got to shut up." But I feel our constituents have not been heard so to not allow their questions to be brought up – is unfair. If we abide by these new rules, we are going to get >>> We enforce when we want and are lax when we want to be. We are playing push this through. We've heard your voice. Also bringing forth this measure and utilizing measures to make it successful is also not supported. The six-month review was requested last time. Some people just don't care. There are a lot of questions that unfortunately did not get asked and is a disservice to our citizens and our employees. It just further shows that people don't care and is very disappointing.

Councilor Villarreal was disappointed with this process. "It is flawed among the whole Council. It is a toxic way to handle things and very disappointing. It might be different if we were all in the same room – the transparency of it all. Having meetings on Zoom is a problem. I just don't agree with this to have a complete reorg when employees just got off furlough. Our staff has been through a lot and moving boxes around is not a viable solution. Supporting morale is what is important. I hope we can move beyond this."

Councilor Cassutt-Sanchez said, "I have tried through the 11 weeks that parts I'm excited about and others that I question. I thank Councilor Villarreal for that sentiment of having an opinion and discussing with each other and not doing a very good job lately. It is the fault of all of us. We are understaffed but have opportunity for improvement. I don't think it is fair to say Councilors don't care when we see things differently. We all very much care and want success for our City and our constituents.

Mayor Webber commented that we have had extensive debates through all three Committees and the Governing Body – not just Finance but across all three Committees. We have attempted to be respectful without being argumentative. In some areas, there are genuine disagreements and that is how we arrive at better answers. We are trying to make things better by embracing change and bringing new structure for a more effective government. We will have a review in six months. It is guaranteed to be part of the next budget with input suggested and an ongoing process of evaluation and self-management. Sitting down to work on better ways always makes better government.

It is not a panacea but also not something we should take for granted. We are always looking for better government – It actually started with the City Charter. Whether through data or subjective opinions – through outreach or focus groups, we will continue to look for ways to make City government something everyone is proud of through the services we provide.

He thanked everyone for their deliberations at this meeting.

20. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 8:36 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

City of Santa Fe Governing Body
Emergency Meeting
September 15, 2020

SUMMARY INDEX

ITEM	ACTION	PAGE
1. Call to Order	Convened at 3:03 p.m.	1
2. Roll Call	Quorum Present	1
3. Discussion/Action Items		
a. Acceptance of FAA Grant	Approved as presented	2-3
4. Adjourn	Adjourned at 3:16 p.m.	2-3

MINUTES OF THE
EMERGENCY MEETING OF THE GOVERNING BODY
Tuesday, September 15, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, September 9, 2020, at approximately 3:03 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler

Members Excused
Councilor Renee D. Villarreal

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Mark Baca, Airport Manager
Carl Boaz, Council Stenographer

3. DISCUSSION/ACTION ITEMS

a. Request for Approval of FAA Grant no 3-35-0037-052-2020 at the Santa Fe Regional Airport in Santa Fe, NM in the Amount of $1,875,000 for Airport Development – Reconstruct Taxiway G-Phase 1, Supplemental 2018. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

Ms. Vigil read the caption for this case.

Manager Baca thanked everyone for being present. Back in 2018, I applied for this supplemental appropriation for infrastructure. At the time, we got the award and since then sent the design out for bid. Was $2.1m and we will expect another grant as we do it in phases. This will allow us to ge4t the contract in place with more documents coming. Stood for questions.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Romero-Wirth, to approve acceptance of FAA Grant no 3-35-0037-052-2020 at the Santa Fe Regional Airport as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Councilor Rivera asked Manager Baca to explain about the extension that FAA looks at in a favorable manner and the resolution to be introduced.

Manager Baca said that with the FAA process, when we apply for a grant, the FAA put us in the space for a window and go through all other airports for projects. To date, they accepted the bid we received and the design. And the Secretary of Transportation gave us an okay which gives only three days for approval (acceptance). When an entity asks the FAA to delay the process to eliminate the necessity of a special meeting, they don't approve the delay. The CARES Act fell into the same situation. But our Staff helped get this meeting set so that no delay would be needed. The Resolution Councilor Rivera will propose will shore up the shortfalls for the future. The previous resolution is no longer valid. Perhaps the ordinance was changed.

Councilor Rivera said, in his FAA discussion, they said they would have to allow delays for everyone throughout the country if they granted a delay to Santa Fe.

Manager Baca agreed. Within the southwest region alone there are over 150 airports, so FAA does not allow such delays. This is their way of doing business.

Councilor Rivera explained that his resolution would just allow for signature signing immediately and then get approval at the next regular meeting.

Manager Baca agreed. That process was once in place and the Governing Body just needs to bring it forward again. Signing the agreement does not mean we must take it since it is on a reimbursement basis.

Ms. McSherry agreed. It does not change much but our procurement process has changed. At present, it would contradict our policy. So, we need to have the Governing Body approve the signing while there is time. The intent is the same.

Councilor Rivera understood the resolution, if approved, would take care of things in the future, and eliminate the need for emergency meetings.

Councilor Garcia thanked Manager Baca for looking out for the City in obtaining these resources which will improve the airport. Anything we can do to make the airport able to receive these flights will help.

Councilor Romero-Wirth wanted to confirm with Manager Baca and make the point that these grants are hard to come by. We don't want to just get in line. We want to take the federal money when it becomes available. Thanks for bringing it to us.

Manager Baca agreed. It is like a reverse credit. We have worked hard to regain our good relationship with the FAA. We are heading in the right direction now to be "back on the gravy train." It is difficult to get back in favor with FAA.

Mayor Webber asked if Councilor Rivera wanted to introduce the resolution now.

A copy of the Bills and Resolutions for Introduction is incorporated herewith in these minutes as Exhibit 1.

Councilor Rivera read it into the record as follows, "An Ordinance amending Section 2-4.6 SFCC 1987, to allow the City Manager to enter into agreements accepting funds that are offered to the City without time to place them on the next scheduled Governing Body meeting with ratification by the Governing Body at the next scheduled meeting for which an agenda has not yet been posted."

4. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the emergency meeting was adjourned at 3:16 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

Carl G. Boaz

_____
Carl G. Boaz, Council Stenographer

City of Santa Fe Governing Body
Special Meeting
September 17, 2020

SUMMARY INDEX

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Roll Call	Quorum Present	1
3. Approval of Agenda	Approved as amended	2
4. Discussion/Action Items		
a. CARES Act Funding Award	Approved as presented	2-10
1. Budget Adjustment Request	Approved as presented	10
b. MOU with County – COVID	Approved as presented	10-12
c. FAA Grant 052-2020 for Airport	Removed from the agenda	12
d. FAA Grant 053-2020 for Airport	Approved as amended	12-13
Other Matters	Discussion	13-14
4. Adjourn	Adjourned at 6:34 p.m.	15

MINUTES OF THE
SPECIAL MEETING OF THE GOVERNING BODY
Tuesday, September 17, 2020
Virtual Meeting

AFTERNOON SESSION

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Tuesday, September 17, 2020, at approximately 5:05 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe I. Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler

Members Excused
Councilor Renee D. Villarreal

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Yolanda Y. Vigil, City Clerk
Mark Baca, Airport Manager
Kyra Ochoa, Community Services Department Director
Mary McCoy, Finance Director
Marcos Martinez, Assistant City Attorney
Rich Brown, Office of Economic Development Director
Alexandra Ladd, Office of Affordable Housing Director
Carl Boaz, Council Stenographer

3. APPROVAL OF AGENDA

Ms. McSherry announced that Item 4 – c had been approved earlier this week so it should be removed from this agenda. Unfortunately, for Item 4 – d, the documents needed from the FAA had not yet arrived. She recommended the agenda be approved as amended to authorize the City Manager to enter into that grant agreement if the documents arrive prior to the next regular meeting. She believed those documents would arrive at any moment.

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to approve the agenda as amended with item 4 – c deleted from the agenda and for 4 - d, with the language the City Attorney recommended.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

4. DISCUSSION/ACTION ITEMS

a. Request for Approval of CARES Act Funding Award Letter and Certification. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Mary McCoy, Finance Director, ntmccoy@santafenm.gov, 955-6171)
   1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $17,580,958

Ms. Vigil read the caption for this case.

Manager LaPan Hill thanked the Councilors for coming together in another special meeting. She acknowledged the team effort that went into receiving this fund. Her memo laid out the announcement of the State for receiving applications on July 30. An application was submitted on the seventh.

There is a very quick turnaround on this award and the funding opportunity. It is based on responding to all the COVID challenges that began in March 2020. The change included allowing our employees to work in their home environment where possible, to manage a homeless shelter to mitigate the community threat.

She said Staff developed the list of possible projects that is before you, based on three criteria: 1) how closely it follows the CARES Act guidelines; 2) the ability to

spend the funds by December 30, 2020; and 3) how they address and respond to community need.

This is a reimbursable grant so anything that does not meet the eligibility criteria, will not be allowed by the State. She has had a number of conversations with DFA, getting their advice and guidance. Those conversations will continue to make sure we do not spend any money on things that are ineligible. And if something out of bounds is done, it will necessitate a BAR revision. It will require a fair amount of flexibility and nimbleness.

The award will allow us to move ahead with our economy and support our residents who are most impacted by this pandemic. The grant will be able to help with the general economy where needed. We will have to use it or lose it by December 30, 2020.

This money is meant to address the health emergency and we need to keep our eye on oversight and supporting those in our community that needs these funds. She was ready for questions.

Mayor Webber invited any questions such as how this was put together and where it will focus and details on constraints for using it. The constraints are serious.

Councilor Garcia thanked him for that clarification. He noted in the direct assistance section that $3.6 million would be spent on rental assistance, food assistance and utilities assistance through the CONNECT program. He wondered if that was too high

Councilor Rivera thanked City Staff for identifying areas for spending it quickly. He had some concerns about spending it before the deadline. He reminded the Governing Body that traditionally, there is only meeting in November and one in December. And the major Committees have followed suit.

He asked if instead, the Governing Body could have weekly meetings on Thursdays to discuss the CARES Act and he did not see being able to deal with all of it unless we could meet weekly.

Mayor Webber asked for sense of the Governing Body on meeting weekly. That is a serious issue and if we cannot push projects through in a timely way, the money will be lost and egg on our faces.

Councilor Rivera added that a weekly meeting would prevent any need for emergency meetings.

Manager LaPan Hill thought that identified the really important piece. As it stands now, this approval of the entire award and associated BAR, any contract over $200,000 or BAR over $60,000 would also come back to the Governing Body. She added that, with a weekly regular schedule, if there were no items needing Governing Body approval, that week's meeting could be canceled.

Director McCoy said it is really timely, with the approval process to be accepted. The next step would be for the Governing Body process to begin. We could do emergency procurements, but the process does take time. Our team had discussed if this is feasible with four weeks left to make adjustments if the dollars are going to be spent before the end of the year. We need to do it as quickly as possible and still follow the procurement rules. She noted the City will have until January 31 to make sure the documentation is complete.

She pointed out that if these funds are ever audited, we need to have followed the right procedures with all the documentation and following all procurement rules. So, meeting more regularly will help make that possible.

Councilor Rivera asked about the process for setting up regular weekly meetings.

Ms. McSherry recommended amending the OMA schedule that was set in January. That could be brought back at the next regular agenda.

Councilor Rivera said he would be willing to sponsor that resolution. These are unique times and we must put in more effort to make sure the money gets out into the community. The more ready we are to respond, the better it will be.

Councilor Romero-Wirth was curious if this process is the only way. Do we have systems we need now to spend this much money? Are there other things we should look at? She also noted the City is in partnership with the County.

Mayor Webber clarified the partnership is only on the small business part.

Councilor Romero-Wirth asked if there are other things to tweak and bring back to the next Governing Body meeting, so we have a responsive process in this short period.

Mayor Webber suggested we could come back to that in this meeting. People can use the time between now and then on how to do it. There are the substance questions on where the money goes. But even more compelling if we don't get the funds out the door, we have missed a huge opportunity. It is a lot of money and a short amount of time.

Councilor Garcia noted the Governing Body has been creating good habits and asked to have a motion on the floor to debate.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the CARES Act Funding Award Letter and Certification as presented.

Discussion on the Motion:

Councilor Garcia said, in looking at the list of projects for funding, particularly under Homeless Health Support for debt financing for purchase of COVID-Safe housing. He asked for more information and if this was an allowable expense. He questioned that it was okay for the City to buy an asset that is not like PPE where we could buy surplus to distribute.

Director Ladd explained that the Housing Trust, a local nonprofit would manage the funding and be the legal property owner. The City would hold a lien on the property for the funds in case compliance was not followed. HUD has specified the criteria for eligibility using the CARES Act Funds.

Mayor Webber emphasized that the City will not own the property.

Councilor Garcia appreciated the clarification. We will provide $3.6 million for rental assistance, food assistance, and utility assistance through CONNECT. He asked how we are justifying the amount, knowing that we have prevented evictions during this time. Is it the right amount or does it need further research?

Director Ochoa said it was arrived at through work with the CONNECT partners. These are envisioned to go out through existing partners or others who want to serve in this area. We are in close communication on what they felt was realistic and could spend. It is ambitious but there is certainly the need.

We are also exploring a portion of direct relief for those who are ineligible for federal stimulus or unemployment. Other cities are doing that, and we will make sure DFA is okay with it. We are changing the protocol instead of just one-month's rent to landlords to allow for back pay of rent and unpaid bills and will hopefully be able to provide more funds to serve more people. We hope it is a realistic estimate of what we can utilize. And if they are being spent more rapidly. we will revisit it. The County is putting in $1.5 million into CONNECT for a total of $5.1 million.

Council Garcia thanked her and noted utility assistance was part of it. There was also a moratorium on water bills. He wondered if this money could be used to cover dollars those unpaid water bills.

Director Ochoa responded that was part of the synapse fund for use as well on an individual basis to pay water bills with that fund.

Councilor Garcia recalled the presentation made at the utilities committee on water bills. He remembered it was about $500,000 in unpaid water bills with

people who had deferred payments. Potentially, that would eat up $500,000 of this money for those six months and we still have four more months. That could become $1 million and would potentially leave only $2.6 million out of these resources.

So that got to his original question if we are really shooting low here or if we could put more resources here, given that we know there is already a great need for utilities to be covered, for rent to be covered, food to be covered, medical expenses to be covered because people are out of work. Those are the direct necessities we need to be supporting. Even with the flexibility to shift money around, he did not want to be doing it at the 11th hour in December.

Councilor Lindell thanked the Staff for putting this together in a lightning record amount of time. Since the $17 million is taxpayer money we need to be judicious and careful with it to get good value for money. She referred to Exhibit 6 near the bottom, is, "City Departments – reimbursement of prior COVID related expenditures at $5 million." Could we have a breakout in the future for that $5 million?

Director McCoy agreed to provide that. It is one of our first priorities to submit those items to DFA for reimbursement.

Mayor Webber thought Dir. McCoy has already been carefully accumulating and annotating them for PPE, technology expenses for remote meeting, the Midtown schedule – all of those are eligible and careful documentation means reimbursement. There are documents to support all those expenditures.

Councilor Vigil Coppler applauded everyone who prepared the application for these funds. As she reviewed everything, she thought it was well written and made a lot of sense. She imagined it took many hours and lots of research. She wanted to understand Exhibit 6. Are these numbers based on current experience of expenditures already and then additional planned expenditures or not?

Manager LaPan Hill said the top part - $2.5 million are all new expenditures which may be with contractors but new money and the $5 million below were accrued from March to now.

Councilor Vigil Coppler – wondered if any of those could belong to any of the above?

Director McCoy said the $5 million, as Mayor Webber, stated are allocated for March-June 2020 expenses. The Council has already approved those expenditures. Some were for Midtown and additional expenses for PPE, supplies, etc. at City facilities; payroll for COVID-specific relief and had $700-$800,000 for administrative leave before the Family Leave Act went into effect.

And $12.6 million, listed at the top, is all the expenditures and the Directors have spoken about those previously and went out for quotes. We acquired quotes for the specific amounts for upgrades and improvements, such as upgrades in the air filtration system at the Convention Center.

Councilor Vigil Coppler thanked her for that. So the above list of $12 million are all ongoing from what we have already experienced which included the IT for free WiFi and such. That would be in the $5 million and this is projected from June through December.

Director McCoy agreed. This project such as the Wi-Fi were very successful early on during the pandemic.

Councilor Vigil Coppler just wanted to understand. Another example is for two ambulances. She didn't know if they have been bought yet. But they at least ordered.

Director McCoy clarified that is more for the staffing and the equipment and supplies that we would need. And for the encumbrances that came out of discussion of Chief Babcock had with DFA.

Councilor Vigil Coppler guessed the projections are hoping that it is enough, because there is already a need. If we have already ordered things, then the City will just take up what is left after December. The free WiFi will go on and we will figure out a different way to pay for that.

Then, we have all seen the email from Executive Director of Santa Fe Housing Action Coalition, who asked that we spend some of this money for the Affordable Housing Trust Fund. Just at that is really a qualifying event.

Director Ladd said it is not qualifying. There are different rules for the Trust Fund from the State.

Councilor Vigil Coppler noted that it says reimbursement for payroll, sick leave, etc. Will that go directly into the departments' coffers and stay there?

Mayor Webber asked if she was looking at the HR Sick Leave and Expansion Act.

Councilor Vigil Coppler said yes.

Director McCoy explained what we envision, if there are added expenses from CARES Act, we would use these funds on anticipated expenses. We have talked several times about BARs for those expense adjustments.

Councilor Vigil Coppler pointed out that when you have people out and another person must cover the duties, the duties still have to be done, like parks, weeds, and such. So if payroll went back into that place in the budget, the duties would still have to be done. Where it occurs the departments are made whole. That is a concern.

She also had the same question on water and reimbursing for water bills that we are essentially writing off because people could not pay them. We might have more people not paying their water bills. It is a fine line there. We must be very careful with that.

She asked if any of this money could go to the Food Depot or other organizations that have been helping out during the pandemic. He was not exactly sure what this is for.

Director Ladd said this is for food for the people staying at the shelter as well as others.

Councilor Vigil Coppler understood that none of this money could be used to reimburse our budget and it would have to be specific to a purpose. He asked if that is correct.

Director McCoy replied that is correct.

Councilor Vigil Coppler explained that she asked about it because when we went to the Legislature to ask for approval for retirement contributions that are not being made on behalf of the firefighters, we had overtime money in the budget to pay for that. Now she understood that money is gone with it to be cut. That was why she was asking.

Director McCoy said that was one of the reasons why is being proposed to me weekly until the end of December.

Councilor Cassutt-Sanchez also thanked Staff for their work. She agreed with Councilor Garcia on the need for a close watch on how the CONNECT funds are draining and making sure that, if we have an opportunity, to make adjustments. That is on the ground response for struggling community people. You mentioned it is a balancing act. How are we able to communicate with the community about those who struggle and don't reach out to let them know these funds are available so people can use them?

Director Ochoa said that as we did with emergency funding, we did an inform on the City website. Ms. Mihelcic got it out. And there are waiting lists for folks in need to come to local providers. One good thing about rent assistance is that the County also got large allocation for that. So there are multiple sources and we need to consider all of that carefully.

You are right that some don't reach out and will early-on with the County, were radio spots, etc. to get the word out. We must play it by ear. At a minimum, monthly and many agencies will need weekly invoices so we should start with a huge public awareness campaign but welcome anyone in need to come to the City website and connect on the portal and also go to a local nonprofit for rental assistance, Food Depot, etc. It is wonderful that Connect shares with all in the network.

Councilor Cassutt-Sanchez asked if the County has money going to Connect and separate funds for housing needs.

Director Ladd turned to Mr. Joseph Montoya who was on the call.

Mr. Montoya thanked the staff for their good working relationship. The Housing is coordinated with different strategies and sources. We were looking for such as acquisition of a place. The support is hope for rental and mortgage assistance out of the Civic Housing Authority and through the Connect program. All County residents are eligible for it. We were thankful for the award we got.

Councilor Cassutt-Sanchez thanked him for coordinating from the County.

She also wanted to know more about distance or hybrid learning funding.

Mayor Webber said it was part of the Direct Community Assistance.

Director Ochoa thanked her for the question. About $1 million was earmarked for this area and it includes those not yet in school. We are reaching out to provider network with funds through Children and Youth and can also include for-profit organizations , so we are putting together a spreadsheet on who could get help with their programming – organizations such as Girls Inc., Boys and Girls Club, etc for what they could do in this short time frame. They would have to hire temp staff, etc. The $1 million is a guesstimate and she hoped to have more information in the coming days on what they can do.

There is a creative bunch of people working with young children and they have already retooled incredibly to reach with online learning. If we could offer more space at this time when schools might not be able to, we would like to do so. We rely on experts who are already using COVID-safe practices among those who know what it takes. Community partners are on this effort and are concerned that it is a mixed blessing. We could open for more kids in day care but only until December 30. We will need to report back on it. How we do it is now a work in progress.

Councilor Cassutt-Sanchez thanked her for that and speaks to what Councilor Rivera suggested with weekly meetings. Thanks for all your work and all the work you will be putting in to spend it quickly.

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

For: Mayor Webber, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Councilor Abeyta abstained because the Boys & Girls Club was mentioned, with whom he is affiliated.

Against: None.

1. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of $17,580.958

Ms. Vigil read the caption for this part of the agenda item.

MOTION: Councilor Rivera moved, seconded by Councilor Garcia, to approve the Budget Adjustment Request (BAR) in the Amount of $17,580,958 as presented.

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

For: Mayor Webber, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler. Councilor Abeyta abstained.

Against: None.

b. Request for Approval of an MOU between the City of Santa Fe and Santa Fe County Establishing a Partnership that will Promote Activities and Programming Related to Community Development and to Provide Coronavirus Aid Relief Funds to Reimburse Costs for Small Businesses Expenses Due to COVID-19. (Rich Brown, Director, Office of Economic Development, rdbrown@santafenm.gov 955-6625)

Ms. Vigil read the caption for this case.

Director Brown said the Town of Edgewood and Santa Fe County of a coordinated application on the CARES Act for direct funds from DFA for eligible small businesses (153) struggling because of the pandemic. By combining our efforts we are able to help more businesses. The award is approximately $3.779 million on a request of $7.5 million.

They have identified a number of small businesses eligible who could apply and take advantage of this opportunity.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the MOU of the City with Santa Fe County as presented.

Discussion on the Motion:
Councilor Cassutt-Sanchez wanted to learn more on applications by small businesses for funding.

Mr. Montoya said they would be working with City Staff and the Village of Edgewood and using the three websites. There is not a lot of detail right now, but advertising will be there, and it will go live soon after the County Commission votes on it on September 29.

The mechanics are that they will submit a request, reviewed by the Grants Manager and the City will have a member on the review team. The team will check to make sure the request is in line with the regulatory process and done on a reimbursement basis. They will make the process as efficient and effective as possible with a 10-day turnaround for the letter of approval.

Councilor Cassutt-Sanchez thanked him. As we go forward, she would like updates on how the disbursements are made throughout the County and City. Thanks for collaborating with us on it. She looked forward to hearing more about it soon.

Councilor Rivera asked Director McCoy to describe the recordkeeping, since the county has a different procurement process.

Director McCoy clarified that the award is directly to the County and City has no reporting responsibility on it.

Mr. Montoya said the County has a Grants Manager for the associated partners who do this as part of their business model, and it will be done by contract terms.

Councilor Rivera understood the County is its own fiscal agent on this.

Mr. Montoya agreed. The County has the sole responsibility on this program and of course, we will share our information with the City because the City is a partner at the same time.

Mayor Webber commented that he appreciated the $17.5 million as the big part but did not want the small businesses to get lost in the process. He was on a call today with mayors from around the country with former Administrator of SBA briefing us on the crisis among small businesses across the country – particularly the severe impact of COVID on locally owned and operated businesses.

In April, the US suffered 19m people unemployed and 50% was in small businesses and here in Santa Fe was no different – running out of cash reserves and they must pay their rent too. And struggling for raising capital, getting bridge loans, and getting through at least 18 more months. We know here in Santa Fe how significant those businesses are to people's lives. So what is done with this money is very important.

And going beyond, this is an important bridge to post December and help our small businesses. And our partnership should go beyond the short-term loans to help businesses get online in an internet-enabled capability that Mr. Montoya mentioned.

From what he learned today, it is a significant hit to all small businesses, and we are so grateful for our small businesses. We need to look more comprehensively because the Clerk from SBA – says small business is in trouble. He was excited about the partnership here and hope it can be expanded further to get through this tough time.

Director Brown explained in the program, this is a grant and not a loan, so it does not have to be paid back.

Mayor Webber said that makes it even better.

Mr. Montoya added that this is the body of the agreement. We anticipate much more of these joint partnership programs and pointed out that the amount of funds received is not enough and likely we will run out before the deadline and we will be asking to use any funds not used elsewhere, so folks won't be left out.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

c. Request for Approval of FAA Grant no 3-35-0037-052-2020 at the Santa Fe Regional Airport in Santa Fe, NM in the Amount of $1,875,000 for Airport Development – Reconstruct Taxiway G-Phase 1, Supplemental 2018. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

This item was removed from the agenda under Approval of Agenda because it was previously approved at the Emergency Governing Body meeting on September 15, 2020.

d. Request for Approval of FAA Grant no 3-35-0037-053-2020 at the Santa Fe Regional Airport in Santa Fe, NM in the Amount of $783,680 for Airport Development – to Complete Taxiway G Project. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

Ms. Vigil read the caption for this case as it was amended for authorization of the City Manager to enter into the grant if funds are received before the next regular Governing Body meeting as recommended by Ms. McSherry.

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to authorize the City Manager to accept the FAA Grant no 3-35-0037-052-2020 at the Santa Fe Regional Airport if the award letter is received prior to the next regular meeting of the Governing Body as recommended by Ms. McSherry.

Manager Mark Baca said this grant is a supplement to the $1.8 million for $783,000 so we can complete the project in one phase. On Tuesday, will be able to bring the contract forward to get it done in a timely manner.

Mayor Webber clarified this is simply a supplement to have the money to do all the work on that taxiway at one time.

Manager Baca agreed.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt--Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Other Matters

Mayor Webber commented on additional meetings and Councilor Rivera had asked what else should be on the list for expediting the program. He suggested the City Manager check with each Councilor in preparation for the next meeting.

Councilor Rivera agreed. It is to see what is best for Governing Body members.

Mayor Webber noted as the meeting opened tonight, there was a lengthy project list and limited time to fund them. And bringing updates back on a regular basis would help.

Councilor Rivera asked Ms. Vigil if it is easier to cancel a scheduled meeting than to put an emergency meeting together.

Ms. Vigil said she could go either way on it, but it is easier to cancel a meeting.

Councilor Rivera suggested if the Governing Body set up for a once per week scheduled meeting, it could be canceled if there is nothing to consider.

Councilor Romero-Wirth agreed we ought to establish extra weekly meetings. So we can block out our calendars rather than scramble on emergency meeting.

She asked Director McCoy if we have any sense of how many contracts and BARs we would be working on. Contracts are considerable over the course of a year.

Director McCoy agreed. The City has over 20 different project categories as approved tonight. She mentioned some of them for multiple different contracts and procurement as we move into them. Any of them over $200,000 must be scheduled for Governing Body approval and if we want additional funds to go to a particular program based on special need in the community, the Governing Body must approve a BAR.

Anything over $60,000 must be approved by the Governing Body and make sure a technical review has been done and go to Finance and QOL Committees. Time for any BARs over $60,000 or any contracts over $200,000 must be approved in a Governing Body meeting.

Councilor Romero-Wirth wondered if we should just move all of them directly to the Governing Body.

Ms. McSherry thought that could be done in this case. She thought it would be justified and could go directly to the Governing Body, bypassing the committee reviews.

Mayor Webber asked Councilors to spend the next few days on one-to-one with each councilor to make sure there is reporting and where they are going, etc. As we move from what we achieved tonight to get building blocks in place, as we move forward. What was in the packet tonight, we will be checking on with DFA.

Councilor Lindell introduced, with Councilor Abeyta, a resolution regarding the Ortiz Dog Park on land donation.

Councilor Vigil Coppler said she signed on as a cosponsor to that resolution.

5. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the emergency meeting was adjourned at 3:16 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Yolanda Y. Vigil, City Clerk

Respectfully submitted by:

_____
Carl G. Boaz, Council Stenographer

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

ISSUE NO. 8D

Request for Approval of Change Order No. 2 to the Original Contract No. 19-0714 with TLC Company, Inc. for the Canyon Road Water Treatment Plant Raw Water Supply Pipeline CIP No.3038C to Extend the Contract Term by 96 Calendar Days. (Robert Jorgenson, Water Division Engineer, rnjorgenson@santafenm.gov, 955-4265)

COMMITTEE REVIEW

Finance Committee (Scheduled)	08/31/2020
Governing Body (Scheduled)	09/09/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to the 8/31/2020 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

Date: August 10, 2020

To: Public Works and Utilities Committee and Finance Committee

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Robert Jorgensen, Engineer (rnjorgensen@santafenm.gov -- 505-955-4265) RJ

Item and Issue
Approval of Change Order No. 2 extending the contract term by 96 calendar days under contract Item #19-0714 with TLC Company, Inc. for the CRWTP Raw Water Supply Pipeline CIP #3038C project is requested. Munis # 3200259; PL # WTR18505ND.

Background and Summary
The TLC construction contract is for the installation of a 24 inch diameter pipeline between Nichols Dam and the Canyon Road Water Treatment Plant (CRWTP). The pipeline is located along the Nichols Dam service road and along upper Canyon Road (also known as Forest Road 386). This pipeline will replace the existing raw water supply pipeline which runs in the Santa Fe River Channel.

The City suspended work on May 27, 2020 after the Forest Service issued Stage 2 fire restrictions. Fire restriction were lifted by the Forest Service on July 29, 2020. TLC was unable to work for a 63 calendar period due to fire restrictions. TLC is scheduled to resume work on August 31, 2020.

Change Order 2
Change Order No. 2 extends the contract term by 96 calendar days.

Recommended Action
Staff requests the following:

- Approval of Change Order No. 2 extending the contract term by 96 calendar days

CHANGE ORDER

FOR

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

#19-0714; #20-0250

To: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, NM 87107

Contract No.: 19-0714
Change Order No.: 02
Date: August 10, 2020

You are hereby directed to make the following changes to this Contract:

Contract Time Extension, Article 5 Term: Increase term from 337 calendar days to 433 calendar days (96 calendar day extension) from Notice to Proceed (completion date of December 7, 2020).

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract. Not valid until approved by City of Santa Fe.

ORIGINAL CONTRACT SUM	$2,935,706.75
NET CHANGE BY PREVIOUS CHANGE ORDERS	$191,268.04
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$3,126,974.79
CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$0.00
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

Eddie C Padilla — 8/12/20
TLC Company, Inc. — Date

CRS #02-0226090-000

Registration # 222153

Mayor / City Manager — Date

Finance Director — Date

Marcos Martinez — Aug 11, 2020
Marcos Martinez (Aug 11, 2020 08:58 MDT)

Senior Assistant City Attorney — Date

Shannon Jones (Aug 12, 2020 11:45 MDT)

Public Utilities Director — Date

Water Division Director — Date

Robert Jorgensen
Robert Jorgensen (Aug 12, 2020 11:25 MDT)

Project Manager — Date

Munis # 3200259

PL # WTR18505ND

2020 08 11 TLC#2 CRWTP RAW

Final Audit Report 2020-08-11

Created:	2020-08-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHNZmn8FfhbNs3DyqwigK0Lc1WeqNo2Rs

"2020 08 11 TLC#2 CRWTP RAW" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-08-11 - 2:15:55 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-08-11 - 2:18:39 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-08-11 - 2:58:05 PM GMT- IP address: 75.161.250.9

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-08-11 - 2:58:49 PM GMT - Time Source: server- IP address: 75.161.250.9

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and mfmartinez@santafenm.gov
2020-08-11 - 2:58:49 PM GMT

POWERED BY Adobe Sign

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

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor TLC Company Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $2,935,706.75

Termination Date: 240 NTP

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Contract is for: RFB 19/18B CRWTP Raw Water Supply Pipeline

Amendment # CO#2 to the Original Contract# 19-0714

Increase/(Decrease) Amount $

Extend Termination Date to: December 7, 2020

☑ Approved by Council or Pending

☐ by City Manager Date:

Amendment is for: Extend Term

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

Amount $ 2,935,706.75 of original Contract# pending Termination Date: 240NTP
Reason: RAW Water Pipeline

Amount $ 191,268.04 amendment # CO #1 Termination Date: 9/2/2020
Reason: term

Amount $ 0 amendment # CO #2 Termination Date: 12/7/20
Reason: Extend Term

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $3,126,974.79

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

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

RFP# RFB # 9/18/B Date: June 18, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

Fran Dunaway (Sep 11, 2020 11:20 MDT)

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water **BU/Line Item:** 5050395.572970

Alexis Lotero (Sep 9, 2020 15:40 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # # _____

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: TLC Company, Inc.

Procurement Title: CRWTP Raw Water Supply Pipeline CIP #3038C

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 Public Utilities Staff Name Robert Jorgensen

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:

Robert Jorgensen — Robert Jorgensen (Aug 12, 2020 11:25 MDT)

Robert Jorgensen	Engineer	April 16, 2020
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway (Sep 11, 2020 11:20 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 contract.

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: March 10, 2020

Expiration Date: December 31, 2020

CRS Number: 02226090000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Plumbing

Fees Paid: $10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

TLCPLUM-01 CEDISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2020

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 License # 0757776
HUB International Insurance Services (NMX)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109

CONTACT NAME: Becky Moya
PHONE (A/C, No, Ext): (505) 262-9405 FAX (A/C, No):
E-MAIL ADDRESS: Becky.Moya@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Westfield National Insurance Company	24120
INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLC Company Inc dba TLC Plumbing and Utility
5000 Edith Blvd NE
Albuquerque, NM 87107

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: BI/PD Ded $5,000	X	X	CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	CMM 1466277	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2019	12/31/2020	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
A	Installation Floater			CMM 1466277	7/1/2020	7/1/2021	Builders Risk	12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by contract, the following forms apply: Blanket Additional Insured/Designated Insured for ongoing and completed operations and primary/non-contributory wording; Contractors Extension includes Aggregate Limits per project and Blanket Waiver of Subrogation. 30 Day Notice of Cancellation or Material Coverage change.

RE: CRWTP Raw Water Supply Pipeline Construction RFB #19/18/B

CERTIFICATE HOLDER

Public Utilities Department
City of Santa Fe
801 W San Mateo
Santa Fe, NM 87504-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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Policy #1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 80 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(5) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to 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.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are Insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an Insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional Insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess *and non-contributing with this* insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to Item **1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and noncontributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item 3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS, Item 9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** Item 14. the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

POLICY NUMBER: CMM 1466277 INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- **A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- **B. Supplementary Payments**
  - Bail Bonds - $3000
  - Loss of Earnings - $500
- **C. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- **D. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- **E. Airbag Coverage - Accidental Discharge**
- **F. Knowledge and Notice of an Accident, Claim or Suit**
- **G. Unintentional Failure To Disclose Hazards**
- **H. Worldwide Coverage**
- **I. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 80
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 04 13

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance, such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments,** subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions,** subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss,** is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory,** subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS,** Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Policy No.: EWC008469

Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

ITEM # 20-0250

CHANGE ORDER #1

FOR

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

#19-0714

To: TLC Company, Inc.
5000 Edith Blvd. NE
Albuquerque, NM 87107

Contract No.: 19-0714
Change Order No.: 01
Date: April 14, 2020

You are hereby directed to make the following changes to this Contract:

1.	Perform the modifications and/or changes of scope as described in the attached Change Order No. 1 Schedule of Items, page 2.	$176,385.51
2.	New Mexico GRT @ 8.4375%	$14,882.53
	TOTAL CHANGE ORDER AMOUNT	$191,268.04

Contract Time Extension, Article 5 Term: Increase term from 240 to 337 calendar days (97 calendar day extension) from Notice to Proceed (completion date of September 2, 2020).

The work covered by this order shall be performed under the same terms and conditions as that which is included in the original Contract. Not valid until approved by City of Santa Fe.

ORIGINAL CONTRACT SUM	$2,935,706.75
NET CHANGE BY PREVIOUS CHANGE ORDERS	$0.00
CONTRACT SUM PRIOR TO THIS CHANGE ORDER	$2,935,706.75
CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$191,268.04
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

See Attached — Date
TLC Company, Inc.
CRS #02-0226090-000
Registration # 19-00123458

6/1/2020 — Date
Alan Webber, Mayor

6-15-20 — Date
Yolanda Y. Vigil, City Clerk

5/31/20 — Date
Mary McCoy, Finance Director

4/16/20 — Date
Senior Assistant City Attorney

See Attached — Date
Public Utilities Director

See Attached — Date
Water Division Director

ITEM # 20-0250

CHANGE ORDER #1
FOR
CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C
#19-0714

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CONTRACT SUM WILL BE (INCREASED) (~~DECREASED~~) BY THIS CHANGE ORDER	$191,268.04
NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER	$3,126,974.79

CHANGES APPROVED:

Eddie C. Padilla — 6/2/2020
TLC Company, Inc. — Date
CRS #02-0226090-000
Registration # 19-00123458

Alan Webber, Mayor — 6/1/2020 — Date

Yolanda Y. Vigil, City Clerk — Date

Mary McCoy, Finance Director — 5/21/20 — Date

Senior Assistant City Attorney — 4/16/20 — Date

Public Utilities Director — Date

Water Division Director — 6/12/2020 — Date

Project Manager	Date

CRWTP RAW WATER SUPPLY PIPELINE CIP #3038C

TLC COMPANY, INC.

CHANGE ORDER NO. 1

SCHEDULE OF ITEMS

Bid Item	Description	Amount
-	AECOM plans as sealed by John Sikora P.E. shall be incorporated into contract documents.	0.00
12	12" Drain Line: Credit for changing 12" tricentric butterfly valve with a 12" RW gate valve	(7,116.60)
13	Rock Excavation: Increase quantity by 400 cubic yards based on subsurface utility and potholing work performed under Bid Item 3. Bid price of $261.00 per cubic yard unchanged	68,121,00
14	Imported Embedment Material: Increase quantity by 350 cubic yards based on subsurface utility and potholing work performed under Bid Item 3. Bid price of $66.50 per cubic yard unchanged.	23,275.00
23	Utility Relocation: Increase allowance amount based on subsurface utility locates and potholing work performed under Bid Item 3. Utility relocation to be on a time and material basis.	15,000.00
24	Geotechnical Testing: Increase allowance amount to include additional vibration monitors to monitor Audubon structures as negotiated between City, TLC, and Audubon.	20,000.00
25 New Item	6" Drain Line with gate valve, valve box, DIP and fittings, joint restraint, PE encasement, bond and locate wire, marking tape, concrete manhole, complete in place per detail on AECOM Sht. 3-5. Unit price of $16,195.48 per each.	16,195.48
26 New Item	Electric Conduit Bank with (2) 4" and (2) 2" Sch. 40 PVC conduits with pull tape and warning tape. Unit price of $11.69 per LF for quantity of 3500 LF. Conduit for future PNM electric line looping / 3 phase power per City and PNM negotiations. See detail 'Electric Conduit Trench Detail' dated April 2, 2020.	40,910.63
	Construction Cost	176,385.51
	NMGRT @ 8.4375 %	14,882.53
	Total	191,268.04

ITEM # 19-0714

City of Santa Fe Contract
CRWTP Raw Water Supply Pipeline Construction

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **TLC Company, Inc.,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1.

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **TLC Company, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall construct approximately 3,200 linear feet of 24 inch raw water supply pipeline between Nichols Dam and the Canyon Road Water Treatment Plant in Santa Fe County, New Mexico. Pipeline construction consists of, but not limited to trench excavation, furnishing and installing 24 inch (nominal inside diameter) pipe with fittings, valves, locate wire, warning tape, fiber optic conduit with pull boxes, backfill with compaction, pressure testing, combination air and vacuum valve stations, and roadway restoration in accordance with plans, specifications, and all other contract documents attached hereto.

B. Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

C. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

D. Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item.

The total compensation under this Agreement shall not exceed two million nine hundred thirty five thousand seven hundred and six dollars and seventy five cents. ($2,935,706.75.) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end 240 calendar days from the Notice to Proceed. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL*

RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours

and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et.seq.NMSA 1978, as amended. The City and its "public employees" as defined in the new Mexico Tor Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the

purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this

Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

Water Division Director
Public Utilities Department
City of Santa Fe
801 W. San Mateo

Santa Fe, NM 87504

To Contractor:
Dale Armstrong, President
TLC Company Inc
5000 Edith Blvd NE
Albuquerque, NM 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To Contractor:
Dale Armstrong, President
TLC Company Inc
5000 Edith Blvd NE
Albuquerque, NM 87107

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 9/5/19

CONTRACTOR:
TLC Company Inc

NAME AND TITLE

DATE: 7/25/19
CRS# 02-0226090-000

Registration # 19-00123458

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc Mtg. 8-28-19

APPROVED AS TO FORM:

7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52376.572970
Business Unit Line Item

TLC CO#2 CRWTP RAW packet

Final Audit Report 2020-08-12

Created:	2020-08-12
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0whsS3tOFCa0P3JjAexT12KC9hmb_ZmI

"TLC CO#2 CRWTP RAW packet" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-08-12 - 4:52:52 PM GMT- IP address: 63.232.20.2

Document emailed to Robert Jorgensen (rnjorgensen@santafenm.gov) for signature
2020-08-12 - 4:55:27 PM GMT

Email viewed by Robert Jorgensen (rnjorgensen@santafenm.gov)
2020-08-12 - 5:01:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Robert Jorgensen (rnjorgensen@santafenm.gov)
Signature Date: 2020-08-12 - 5:25:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2020-08-12 - 5:25:58 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2020-08-12 - 5:42:15 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2020-08-12 - 5:44:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2020-08-12 - 5:44:33 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2020-08-12 - 5:44:52 PM GMT- IP address: 70.57.240.125

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-08-12 - 5:45:09 PM GMT - Time Source: server- IP address: 70.57.240.125

Signed document emailed to Maya Martinez (mfmartinez@ci.santa-fe.nm.us), Robert Jorgensen (rnjorgensen@santafenm.gov), Shannon Jones (swjones@santafenm.gov), Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us), and 1 more
2020-08-12 - 5:45:09 PM GMT

POWERED BY Adobe Sign

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/21/20
FOR CITY COUNCIL MEETING OF 09/30/20

a) Request for Approval of Change Order No. 2 to the Original Contract No. 19-0714 with TLC Company, Inc. for the Canyon Road Water Treatment Plant Raw Water Supply Pipeline CIP No.3038C to Extend the Contract Term by 96 Calendar Days. (Robert Jorgenson, Water Division Engineer, rnjorgenson@santafenm.gov, 955-4265)

COMMITTEE REVIEW

Finance Committee (Scheduled)	09/21/2020
Governing Body (Scheduled)	09/30/2020

FINANCE COMMITTEE ACTION:
Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ABEYTA	X		

9-19-20

City of Santa Fe, New Mexico

memo

DATE: August 20, 2020

TO: City Council
Mary McCoy, Chief Financial Officer

Via: Joshua Elicio, ITT Director Joshua Elicio, ITT Director Digitally signed by Joshua Elicio, ITT Director Date: 2020.08.25 13:26:09 -06'00'

From: David C. Tapia, Contracts Administrator D.T.

ITEM & ISSUE:
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. The current Immix Technology contract specific to Kronos Workforce Telestaff for the Fire Department expired on 5/31/2020 and are requesting a new 3 year contract to go from 7/1/2020 - 6/30/2023. Procurement method is GSA GS-35F-0265X. Product is Workforce Telestaff ($111,204.38) from Kronos Inc, through Immix Technology Inc.

BACKGROUND
The City implemented a Kronos Workforce Telestaff solution back in 2016 for the City Fire Department that added shift bidding and advanced work scheduling capabilities. It is a three year agreement that ended on 5/31/20. This request is to approve a new 3 year agreement for the Enterprise Licensing, Bidding Functionality and Cloud Hosting Services.

Immix Technology Inc., has a GSA GS-35F-0265X that will be the procurement method used for this purchase. Existing purchase order # 22000999 has a sufficient amount available to pay for the gap in services from May 31, 2020 – June 30, 2020. This methodology was utilized to true up the termination date with the original contract and the end of the fiscal year.

Operating Budget for Annual Subscription Fees:
Munis Fund Number: 620, Munis Org Number: 6203600, Munis Object Code: 530710, Amount $111,204.38 (3 years)

ACTION REQUESTED:
Approval of Amendment 1 for Enterprise licensing, Bidding Functionality and Cloud Hosting Services for Kronos Workforce Telestaff through Immix Technology Inc. ($111,204.38)

DOCUMENTS:
Immix Sales Quote # QUO-1129175-H9Y5C8
GSA Contract GS-35F-0265X (selected pages) Term Through March 2, 2021
New PSA Contract Item # 20-0306

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Peter N. Ives, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Mike Harris, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

Date: August 6, 2020

To: **Immix Technology, Inc**

Attn: **Vinu Mohan**

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract **GS-35F-0265X, General Services Administration Federal Supply Service Multiple Award Schedule Authorized Federal Supply Schedule Pricelist**

The City of Santa Fe by mutual agreement between the City and **Immix Technology, Inc.** is willing to enter into a GSA price agreement based on the following requirements:

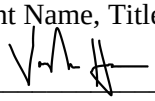
1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Vaughn Harman, Sr. Director	vaughn_harman@immixgroup.com
Print Name, Title	Email Address
	immixGroup, Inc.
Signature	Company Name
8/7/2020	
Date	Address

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

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Immix technology Inc. Reseller for KRONOS

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $383,516.62

Termination Date: June 30, 2023

☑ Approved by Council Date: June 24, 2020

☐ or by City Manager Date:

Contract is for: Enterprise Licensing, Bidding Functionality and Cloud Hosting Services for Kronos Telestaff, Time Keeping and Attendance Software

Amendment # 1 to the Original Contract# 3201928 Item # 20-0306

Increase/(Decrease) Amount $ $111,204.38

Extend Termination Date to:

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for:

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

Amount $ 383,516.62 of original Contract# 3201928 Item# 20-0306 Termination Date: 6/30/2023

Reason:

Amount $ 111,204.38 amendment # 1 Termination Date: 6/30/2023

Reason: Include Telestaff Software for Shift Bidding Public Safety

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $494,721.00

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Immix Technology Inc. Kronos Telestaff

Procurement Title: Amendment to Immix Contract with City of Santa Fe 3201928 Item# 20-0306

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☐ *Other* ☒#GS-35F-0265X, *Term Through March 2, 2021*

Department Requesting/Staff Member David C. Tapia

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☒	Approved Procurement Checklist (by Purchasing)
☐	☒	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	Other: Original Contract Attached GS-35F-0265X

David C. Tapia
Department Rep Printed Name and Title

David C. Tapia
Department Rep Signature attesting that all information included

Fran Dunaway (Aug 25, 2020 15:38 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☐	State Price Agreement
☐	☐	Cooperative Agreement

*

☐	☐	Sole source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval of exempt procurement
☐	☐	Copies of all Sole Source submittals
☒	☐	Other: GS-35F-0265X, Term Through March 2, 2021

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☐	Other: _____

CONTRACT*

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

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

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

David C. Tapia

_____

Department Rep Printed Name and Title
David C. Tapia

_____

Department Rep Signature attesting that all information included

*

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

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

RFP# 16/22 Date: January 29, 2016

RFQ ☐ Date:

Sole Source ☐ Date:

Other GS-35F-0265X Term March 2, 2020 through March 2, 2021

6 **Procurement History:** First year of a new 3 year contract (5th year of initial contract 16-0902/16-0903)
example: (First year of 4 year contract)

Fran Dunaway (Aug 25, 2020 15:38 MDT)

Purchasing Officer Review

Comments or Exceptions: GSA/ letter attached.

7 **Funding Source:** ITT Enterprise Fund, Software Subscriptic **BU/Line Item:** 620, 6203600, 530710
Fund, Org, Object

Alexis Lotero
Alexis Lotero (Aug 25, 2020 15:22 MDT)

Budget Officer Approval

Comments or Exceptions:

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** David Tapia

Phone # 955-5523

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

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

To be recorded by City Clerk:

Contract #

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

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

Comments:

Item#_____
Munis Contract#_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Immix Technology Inc, AGREEMENT
ITEM#20-0306

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Immix Technology AGREEMENT, dated 6/24/20 (the "Agreement"), between the City of Santa Fe (the "City") and Immix Technology Inc,. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Kronos Workforce Telestaff Software Enterprise Licensing, Bidding Functionality and Cloud Hosting Services 7/1/2020 – 6/30/2023.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Agreement is amended to add Kronos Workforce Telestaff, so that Article 2 reads as follows: Kronos Workforce Telestaff Software Enterprise Licensing, Bidding Functionality and Cloud Hosting Services 7/1/2020 – 6/30/2023 as described in Exhibit "J" attached hereto and incorporated herein. The relevant portions of GSA Contract #GS-35F-0265X, Terms and Conditions, and State Price Agreement are also attached hereto.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $111,204.38 including Gross Receipts Tax so that Article 3, paragraph A reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Price
05	Workforce Telestaff Bidding v5 7/1/2020 to 6/30/2021	$ 2,286.60
06	Workforce Telestaff Enterprise v5 7/1/2020 to 6/30/2021	$30,436.20
07	Workforce Telestaff Global Access v5 7/1/2020 to 6/30/2021	$ 1,176.60
08	Workforce TeleStaff Bidding v5 v5 7/1/2021 to 6/30/2022	$ 2,375.40
09	Workforce Telestaff Enterprise v5 7/1/2021 to 6/30/2022	$31,635.00
10	Workforce Telestaff Global Access v5 7/1/2021 to 6/30/2022	$ 1,221.00
11	Workforce TeleStaff Bidding v5 v5 7/1/2022 to 6/30/2023	$ 2,486.40
12	Workforce Telestaff Enterprise v5 7/1/2022 to 6/30/2023	$32,900.40
13	Workforce Telestaff Global Access v5 7/1/2022 to 6/30/2023	$ 1,265.40

The total compensation under this Agreement shall not exceed four hundred ninety four thousand seven hundred twenty and ninety cents ($494,720.90) including applicable gross receipts taxes as described in Exhibit "J" attached hereto and incorporated herein.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the

Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Immix Technology Inc

_____
NAME Vaughn Harman

Sr. Director
TITLE

DATE: July 17, 2020
CRS#03140957001

Registration # 20-227362

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
620,620/3600,530710
Org. Name/Org.#

Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Immix Technology Inc

_____
NAME

_____
TITLE

DATE:_____
CRS#03140957001

Registration # 20-227362

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 13, 2020 15:01 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
620,620/3600,530710
Org. Name/Org.#

AL
AL

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Manuel Gonzales
CITY OF SANTA FE
, PH: 505-231-1749
mmgonzales@santafenm.gov

Contract No.: GS-35F-0265X

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-1129175-H9Y5C8
Quote Date: 8/5/2020
Expiration Date: 9/25/2020

Order Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

immixTechnology, Inc. Contact: Mohan, Vinu
Vinu_Mohan@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6105679

Manufacturer Contact: Kelly, Jennifer
978-947-2843 jennifer.kelly@kronos.com

*****FUTURE YEARS PRICING FOR BUDGETING PURPOSE ONLY******

BILLING: MONTHLY IN ARREARS

Group 1 = 30 days (6/01/20 - 6/30/20) = $3,022.94 W/ TAX

Group 2 = "YEAR 1" (07/01/20 – 06/30/21) = $35,636.74 W/ TAX

Group 3 = "YEAR 2" (07/01/21 – 06/30/22) = $37,037.01 W/ TAX

Group 4 = "YEAR 3" (07/0122 -06/30/23) = $38,530.63 W/ TAX

TOTAL = $114,227.32 W/TAX

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	$1.0800	$199.80
		Period of Performance: 6/1/2020 to 6/30/2020.					
2	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	$4.9400	$913.90
		Period of Performance: 6/1/2020 to 6/30/2020.					
3	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (30 Days)** TRUSTED PRODUCT **	185	$0.5500	$101.75
		Period of Performance: 6/1/2020 to 6/30/2020.					
4	HOSTING-69	GS-35F-0265X	XAAS	Cloud Hosting Workforce TeleStaff Enterprise Base Fee Per Month (ONE MONTH ONLY)** TRUSTED PRODUCT **	1	$1,745.2000	$1,745.20
		Period of Performance: 6/1/2020 to 6/30/2021.					
						Group Total:	$2,960.65

immixTechnology, Inc.
a subsidiary of immixGroup

Sales Quotation

Continued

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
5	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$1.0300	$2,286.60
		Period of Performance: 7/1/2020 to 6/30/2021.					
6	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$13.7100	$30,436.20
		Period of Performance: 7/1/2020 to 6/30/2021.					
7	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$0.5300	$1,176.60
		Period of Performance: 7/1/2020 to 6/30/2021.					
						Group Total:	$33,899.40
8	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$1.0700	$2,375.40
		Period of Performance: 7/1/2021 to 6/30/2022.					
9	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$14.2500	$31,635.00
		Period of Performance: 7/1/2021 to 6/30/2022.					
10	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months) ** TRUSTED PRODUCT **	2220	$0.5500	$1,221.00
		Period of Performance: 7/1/2021 to 6/30/2022.					
						Group Total:	$35,231.40
11	8604489-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF BIDDING- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$1.1200	$2,486.40
		Period of Performance: 7/1/2022 to 6/30/2023.					
12	8604488-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF ENTERPRISE - PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$14.8200	$32,900.40
		Period of Performance: 7/1/2022 to 6/30/2023.					
13	8604495-000-SAAS	GS-35F-0265X	XAAS	WORKFORCE TELESTAFF GLOBAL ACCESS- PEPM V7.1+ (185 Lic x 12 Months)** TRUSTED PRODUCT **	2220	$0.5700	$1,265.40
		Period of Performance: 7/1/2022 to 6/30/2023.					
						Group Total:	$36,652.20

ANYTHING AS A SERVICE	$108,743.65
Grand Total	$108,743.65

SID: 6105679
POP: 06/01/2020 - 6/30/2023

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
http://www.gsaelibrary.gsa.gov/ElibMain/home.do

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

immixTechnology, Inc.

a subsidiary of immixGroup

General Services Administration
Federal Supply Service
Multiple Award Schedule
Authorized Federal Supply Schedule Pricelist
GS-35F-0265X

Period Covered by Contract: March 3, 2011 through March 2, 2021.

Pricelist current through Modification #PO-2258 dated July 23, 2020.

GSA Advantage!®

www.gsaadvantage.gov

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
MULTIPLE AWARD SCHEDULE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

Contract Number:
GS-35F-0265X

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules.

Contract Period:
March 3, 2011 through March 2, 2021

Pricelist current through Modification #PO-2258 dated July 23, 2020.

Contractor:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Phone:
703-752-0610

Email:
GSAteam@immixgroup.com

Website:
https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

Business Size:
Other than small

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CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	SIN Title
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
518210C	Cloud and Cloud-Related IT Professional Services
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools
611420	Information Technology Training
54151ECOM	Electronic Commerce and Subscription Services
517312	Wireless Mobility Solutions
33411	Purchasing of new electronic equipment

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

See attached authorized price list – Attachment B

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Not Applicable

2. Maximum order.

SIN	SIN Title	Maximum Order ($)
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	500,000
511210	Software Licenses	500,000
54151	Software Maintenance Services	500,000
518210C	Cloud and Cloud-Related IT Professional Services	500,000
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools	500,000
611420	Information Technology Training	250,000
54151ECOM	Electronic Commerce and Subscription Services	500,000
517312	Wireless Mobility Solutions	500,000
33411	Purchasing of new electronic equipment	500,000

3. Minimum order.

$100.00

4. Geographic coverage (delivery area).

Domestic delivery

5. Point(s) of production (city, county, and State or foreign country).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

6. Discount from list prices or statement of net price.

Prices shown herein are Net (discounts deducted)

7. Quantity discounts.

None unless otherwise specified in the pricelist

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Government purchase cards are accepted at or below the micro-purchase threshold but above the Minimum order threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold

10. Foreign items (list items by country of origin).

See attached authorized price list – Attachment B

11a. Time of delivery. (Contractor insert number of days.)

The Contractor shall deliver to destination within thirty (30) calendar days after receipt of order (ARO), unless set forth otherwise on the Schedule Contract Pricelist to this schedule pricelist appended hereto and incorporated herein

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the ordering activity and the Contractor or its Authorized Government Resellers

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when ordering activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory

11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to affect a faster delivery.

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract

12. F.O.B. point(s).

Destination

13a. Ordering address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at:
https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102

Or

See Authorized Dealers Listing by Manufacturer for Ordering Address and Contact Information at:
https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

15. Warranty provision.

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

16. Export packing charges, if applicable.

Not applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

None

18. Terms and conditions of rental, maintenance, and repair (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

19. Terms and conditions of installation (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

20a. Terms and conditions for any other services (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

21. List of service and distribution points (if applicable).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

22. List of participating dealers (if applicable).

For a current list of all Authorized Service and Distribution points by Manufacturer, visit: https://www.immixgroup.com/contract-vehicles/gsa/it-70/0265X/

23. Preventive maintenance (if applicable).

See attached Contractor Supplemental Pricelist Information and Incorporated Terms – Attachment A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

Please contact immixTechnology, Inc. at GSAteam@immixgroup.com

25. Data Universal Number System (DUNS) number.

098692374

26. Notification regarding registration in System for Award Management (SAM) database.

Registration active

27. Integration:

The Non-Disclosure provisions set forth in Section 9b.(7), the IP Infringement provisions set forth in Section 9b.(9) and the Limitation of Liability provisions set forth in Section 3c. of the Terms and Conditions Applicable to Software Licenses (Special Item Number 511210) and Software Maintenance Services (Special Item Number 54151) of General Purpose Commercial Information Technology Software are hereby incorporated into and made a part of the terms applicable to all SINs.

28. Glossary of Definitions:

a. **"Contractor"** means immixTechnology, Inc.

b. **"Contractor and its affiliates"** and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

c. **"Manufacturer"** shall mean a manufacturer, supplier or producer of Equipment (as defined below) or a publisher or developer of Software or related Training Materials (as defined below) provided to Contractor through a letter of supply to be licensed or sold to Ordering Activities under this contract.

d. **"Ordering Activity"** shall mean, 1) any entity authorized to use GSA sources of supply and services as set forth in GSA Directive OGP 4800.2I or such later issued version, and 2) any entity acting on behalf of an Ordering Activity pursuant to a properly issued letter of authorization per Section 24 above – "Prime Contractor Ordering from Federal Supply Schedules" under Information for Ordering Activities applicable to All Special Item Numbers.

29. Responsibilities of Contractor:

The parties understand and agree that Contractor acts as a reseller of all Equipment, Software, Documentation, and services offered under this contract. With regard to Equipment, Software, and Documentation, Contractor represents that it has the requisite right and authority under its reseller agreements with the Manufacturers

to offer the products and grant the rights specified in this contract, and Manufacturers shall have no privity of contract with an Ordering Activity hereunder. With regard to services, while some or all of the services ordered hereunder may be physically performed by Manufacturer, Service Provider, or other third-party personnel (as is specified under applicable SINs) acting under a subcontract or similar arrangement with Contractor, and while the scope and price of such services are defined by the applicable provider's policies (such as Maintenance Services Policies, Electronic Commerce Service Policies, or Wireless Services plans), Contractor remains solely responsible to the Ordering Activity for all such performance.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY HARDWARE SUBCATEGORY, PURCHASING OF NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. MATERIAL AND WORKMANSHIP

All Equipment furnished hereunder must substantially perform the function for which it is intended as set forth in the accompanying Documentation.

3. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

4. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover Equipment delivery to destination, for any location within the geographic scope of this contract.

5. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the Equipment provided under this contract is not normally self-installable, the Contractor its Manufacturer or other authorized service provider's technical personnel shall be available to the Ordering Activity, at the Ordering Activity's location, to install the Equipment and to train Ordering Activity personnel in the use and maintenance of the Equipment. The charges, for such services are listed by Manufacturer, in the schedule pricelist.

b. **OPERATING AND MAINTENANCE MANUALS.** The Contractor or its Manufacturer shall furnish the Ordering Activity with one (1) copy of all Documentation, which is normally provided with the Equipment being purchased. For Documentation only available on-line, Contractor or its Manufacturer shall provide Ordering Activity access to such Documentation.

6. INSPECTION/ACCEPTANCE

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the applicable Manufacturer's Documentation. Therefore, items delivered shall be deemed accepted upon delivery to Ordering Activity's designated receiving facility. The Ordering Activity reserves the right to inspect or test any equipment that has been delivered. The Ordering Activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within the applicable warranty period as set forth below; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. WARRANTY

a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Equipment and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Equipment or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

b. Limitation of Liability

i. Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN SUBSECTION (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. Limitation of Direct Damages. Except for a) a claim of IP Infringement, hereunder, or b) as provided in subsection (b)(iii) below, the aggregate and cumulative liability of

Contractor for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Equipment such liability shall be limited to fees paid for the relevant Equipment.

iii. Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

c. Inspection and repair of defective Equipment under this warranty may be performed, at the option of the Contractor, at a service facility/plant authorized by the Contractor. The Ordering Activity may not return defective Equipment to the Contractor, the Manufacturer or its authorized service provider for repair or replacement without prior consultation and instruction.

8. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the Ordering Activity will be charged will be the Ordering Activity purchase price in effect at the time of order placement (which shall not exceed the price agreed to at the time of award of the GSA Schedule contract, as may be revised from time to time through a contract modification agreed to and issued by the GSA Schedule contracting officer), or the Ordering Activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Provided, however, that the Ordering Activity shall only be entitled to a lower price if the installation date is no longer than thirty (30) days after the date of order placement.

9. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

10. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an Ordering Activity determines that Information Technology Equipment will be replaced, the Ordering Activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY HARDWARE SUBCATEGORY, COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE (SPECIAL ITEM NUMBER 811212)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

b. **"Maintenance Services"** shall mean the services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard maintenance and support offerings, policies and procedures for its Equipment, a copy of which is set forth in Attachment A to this schedule pricelist.

d. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. SERVICE AREAS

a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

3. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for Maintenance Services for the duration of the contract period or a lessor period of time, for the Equipment shown in the schedule pricelist.

Maintenance Services shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of Equipment. Orders for Maintenance Service shall not extend beyond the end of the contract period.

c. Maintenance Services may be discontinued by the Ordering Activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the Ordering Activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month, fiscal year period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of Maintenance Services, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

4. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Repair service and repair parts/spare parts orders are not available under the scope of this schedule contract.

5. LOSS OR DAMAGE

a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

b. When Equipment is returned by Ordering Activity to the Contractor through the Manufacturer's or its authorized service provider's facility for repairs, the Ordering Activity shall be responsible for any loss or damage to the Equipment being returned by the Ordering Activity for repair. Contractor shall only be responsible for any loss or damage while the Equipment is at the Contractor's or its Manufacturer's or authorized service provider's facility and until it is returned to the Ordering Activity's location.

6. SCOPE

a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under Maintenance Service shall be in good operating condition.

1) In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.

2) Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

3) If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

4) Contractor shall have no obligation to provide Maintenance Services for Equipment that has been modified by Ordering Activity, is in disrepair or subject to any other exclusions as set out in Manufacturer's Maintenance Services Policy.

7. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering Activity personnel shall not perform maintenance or attempt repairs to Equipment while such Equipment is under the purview of a maintenance order, unless agreed to by the Contractor. The Ordering Activity will follow Contractor's designated procedures when returning Equipment to Contractor's, Manufacturer's or its authorized service provider's facility for repairs.

b. Subject to security regulations, the Ordering Activity shall permit access to the Equipment, which is to be maintained or repaired by

Contractor, Manufacturer or its authorized service provider.

c. If the Ordering Activity desires a factory authorized/certified service personnel, then this should be clearly stated in the task or delivery order.

8. RESPONSIBILITIES OF THE CONTRACTOR

a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer's or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.

b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

9. MAINTENANCE RATE PROVISIONS

a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.

b. **REGULAR HOURS.** The basic monthly rate for each makes and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

c. **AFTER HOURS.** Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. **QUANTITY DISCOUNTS.** Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by a Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

10. REPAIR SERVICE RATE PROVISIONS

Repair service rate fees and provisions for Equipment not under monthly Maintenance Services are not available under the scope of this schedule contract.

11. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Repair parts/spare parts rate provisions after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

12. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

Guarantee/warranty-repair parts/spare parts after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

13. INVOICES AND PAYMENTS

Invoices for Maintenance Services shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Payment for Maintenance Services of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE SUBCATEGORY, SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, and manuals issued by Manufacturer and made generally available by Manufacturer for the Software whether on-line or in hard copy. Documentation shall include any updated Documentation that Manufacturer provides with any updates.

b. **"Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.

d. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. INSPECTION/ACCEPTANCE

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the Software's Documentation. Therefore, items delivered shall be deemed accepted upon delivery. The Ordering Activity reserves the right to inspect or test any Software that has been delivered. The Ordering Activity may require repair or replacement of nonconforming Software at no increase in contract price. The Ordering Activity must exercise its post-acceptance rights (1)

within the warranty period as set forth below; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Software and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Software or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

b. Limitation of Liability.

(1) Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGMENT HEREUNDER, OR B) AS PROVIDED IN (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES provided however, that in the event Ordering Activity makes unauthorized copies of the Software, Contractor shall be entitled to recover the full amount of any license fees that would relate to such copies.

(2) Limitation of Direct Damages. Except for a) a claim of IP Infringement hereunder, or b) as provided in (b)(iii) below, the aggregate and cumulative liability of Contractor and licensors for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Software or Maintenance Services, such liability shall be limited to fees paid for the relevant Software or Maintenance Services giving rise to the liability.

(3) Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

4. TECHNICAL SERVICES

A hot line technical support number for the purpose of providing user assistance and guidance to the Ordering Activity in the implementation of the Software may be provided as part of Maintenance Services.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

(1) Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

(2) Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-

line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. If purchased by Ordering Activity, Contractor, through the applicable Manufacturer, shall provide Maintenance Services for the Software pursuant to the applicable Manufacturer's then current Maintenance Services Policy. Fees or rates for such Maintenance Services are set forth in Attachment B.

c. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324) for Maintenance as a Service. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES AND MAINTENANCE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the Ordering Activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an Ordering Activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the Ordering Activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Conversion from term licenses to perpetual licenses for any or all Software is not available under the scope of this contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

8. TERM LICENSE CESSATION

If a term Software license granted hereunder terminates for any reason, Ordering Activity shall (i) cease using the applicable Software, Documentation, and related Confidential Information, and (ii) certify to Contractor within thirty (30) days after termination that Ordering Activity has destroyed, or has returned to Contractor or its Manufacturer the Software, Documentation, related Confidential Information of Contractor and all copies thereof, whether or not modified or merged into other materials.

9. UTILIZATION LIMITATIONS (SIN 511210 AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Ordering Activity, commercial computer Software and related Documentation shall be subject to the following:

(1) Title to and ownership of the Software and Documentation shall remain with the Contractor or its Manufacturer or licensors, unless otherwise specified. Contractor and its Manufacturers reserve all rights in and to the Software and Documentation not expressly granted to Ordering Activity herein.

(2) United States Government Legends. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.

Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in the applicable Manufacturer's commercial license terms, a description of which is set forth on Attachment A to this schedule pricelist and incorporated herein.

Notwithstanding the forgoing, Contractor acknowledges and agrees that Ordering Activity shall have the minimum restricted rights as set forth in 9.b(4) below.

(3) Except as is provided in paragraph 9.b(2) above, the Ordering Activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the Ordering Activity who have the Ordering Activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use Software, Documentation, or information therein, which the Ordering Activity may already have or obtains without restrictions.

(4) The Ordering Activity shall have the right to use the computer Software and Documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the Ordering Activity has the right to transfer the Software to another site if the Ordering Activity site for which it is acquired is deemed to be unsafe for Ordering Activity personnel; to use the computer Software and Documentation with a backup computer when the primary computer is inoperative; and to copy computer Software for safekeeping (archive) or backup purposes; to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) The Software and Documentation hereunder is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer Software (or commercial computer software Documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer Software (or commercial computer Software Documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

(7) Nondisclosure. Ordering Activity may have access to information that is confidential to Contractor or its Manufacturers ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Contractor's Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that Contractor is obligated to treat as confidential.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information In addition, if Ordering Activity recommends to Contractor additional features, functionality, or performance or if Contractor retains generalized information hereunder that Contractor or its Manufacturer subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants

Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of Contractor or its Manufacturer and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon Contractor pursuant to this section.

Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without Contractor's prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to Contractor; therefore, Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

(8) Verification. At Contractor's written request, but not more frequently than annually, Ordering Activity shall furnish Contractor with a document signed by Ordering Activity's authorized representative verifying that the Software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to an Ordering Activity's security requirements (including, but not limited to, use of cleared personnel, badging and other requirements). Contractor reserves the right to audit Ordering Activity's use of the Software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at Ordering Activity's facilities and shall not unreasonably interfere with Ordering Activity's business.

(9) Intellectual Property Infringement. If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriate any trade secret ("IP Claim"); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity's receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor's request and expense, with the assistance, information and authority necessary to perform Contractor's obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement.

(10) Delivery. All Software and Documentation provided by Contractor hereunder shall be deemed to be delivered by Contractor: 1) Upon physical delivery, or 2) Once the Software is made available to Ordering

Activity via electronic download by provision of a license key, link to a website, FTP site or similar site from which the Ordering Activity can electronically download or otherwise access the Software and Documentation.

10. SOFTWARE CONVERSIONS

Conversion from one version of the Software to another such as the result of a change in operating system, or from one computer system to another is not available under the scope of the contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

For information concerning supported hardware or compatibility requirements the Ordering Activity is advised to contact the Contractor or the applicable Manufacturer.

12. RIGHT TO COPY PRICING

Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOLUTIONS SUBCATEGORY, CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 518210C)

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run-in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other Federal Supply Schedule SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories[1]
● Commercially available cloud computing services ● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics ● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	**1. Software as a Service (SaaS):** Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. **2. Platform as a Service (PaaS):** Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. **3. Infrastructure as a Service (IaaS):** Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.
[1] Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.	

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

a. Service Description Requirements for Listing Contractors

The description requirements below are in addition to the overall Schedule 70 evaluation criteria described in SCP-FSS-001-N Instructions Applicable to New Offerors (Alternate I – MAR 2016) or SCP-FSS-001-S Instructions Applicable to Successful FSS Program Contractors, as applicable, SCP-FSS-004 and other relevant publications.

Refer to overall Federal Supply Schedule requirements for timelines related to description and other schedule updates, including but not limited to clauses 552.238-81 – section E and clause I-FSS-600.

Table 2 summarizes the additional Contractor-provided description requirements for services proposed under the Cloud Computing Services SIN. All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one "Optional" reporting description which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

(1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.

(2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in "Guidance for Contractors".

Table 2: Cloud Service Description Requirements

#	Descriptions Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See 'GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics' below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See 'GUIDANCE FOR CONTRACTORS: NIST Deployment Model' below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub-category or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See 'GUIDANCE FOR CONTRACTORS: NIST Service Model' below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

b. Pricing of Cloud Computing Services

All current pricing requirements for Schedule 70, including provision SCP-FSS-001-N (Section III Price Proposal), SCP-FSS-001-S, SCP-FSS-004 (Section III Price Proposal), and clause I-FSS-600 Contract Price Lists, apply. At the current time there is no provision for reducing or eliminating standard price list posting requirements to accommodate rapid cloud price fluctuations.

In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

3. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing

Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training

If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements

The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services

The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services

The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the

Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting

The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

(1) The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

(2) The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work. [1]

The Contractor must be capable of meeting at least the minimum-security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

(3) Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

(4) The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance. [2]

(5) Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model

If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability

Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services

The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

[1] Per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems")

[2] MEMORANDUM FOR CHIEF INFORMATION OFFICERS: Security Authorization of Information Systems in Cloud Computing Environments. December 8, 2011

f. Reporting

The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy

The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-1224 [3] and OMB memos M-06-16[4] and M-07-16 [5]. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility

The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

i. Geographic Requirements

Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property

Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise).

Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government's request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government's use of the cloud provider's service.
- Virtual machine configurations created by the government but operating on the cloud provider's service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution

The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:

(1) Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.

(2) Service endpoints for the cloud are able to meet anticipated performance

[3] NIST SP 800-122, "Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)"
[4] OMB memo M-06-16: Protection of Sensitive Agency Information Hyperlink: http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2006/m06-16.pdf

[5] OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information. Hyperlink: http://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

l. Related Professional Services

Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOLUTIONS SUBCATEGORY, CONTINUOUS DIAGNOSTICS AND MITIGATION (CDM) TOOLS (SPECIAL ITEM NUMBER 541519CDM)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment and/or Software whether on-line or in hard copy.

b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

c. **"Equipment Maintenance Services"** shall mean the Equipment maintenance services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then-current Maintenance Services Policy.

d. **"Software Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

e. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Equipment or Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.

f. **"Services"** shall mean services associated with products, other than Software Maintenance Services, Equipment Maintenance Services, and training.

g. **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2. SCOPE

a. Special Item Number (SIN) 541519CDM Continuous Diagnostics and Mitigation (CDM) Tools is a solutions SIN. This SIN includes both Equipment and Software products and any associated services for the products to include installation, maintenance, and training.

b. In addition to the terms and conditions of this CDM SIN: the terms and conditions of SIN 33411 shall apply to the purchase of Equipment provided under the CDM SIN; the terms and conditions of SIN 811212 shall apply to Equipment Maintenance Services provided under the CDM SIN; the terms and conditions of SINs 511210 and 54151 shall apply to Software and Software Maintenance Services provided under the CDM SIN; and the terms and conditions of SIN 611420 shall apply to the purchase of training courses provided under the CDM SIN.

c. 541519CDM - Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) Equipment and Software products/tools and associated Services and Maintenance Services. The full complement of CDM subcategories includes tools, associated Maintenance Services, and other related activities such as training.

d. The 5 subcategories CDM capabilities specified under this SIN are:

(1) Manage "What is on the network?": Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities.

(2) Manage "Who is on the network?": Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights.

(3) Manage "How is the network protected?": Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure.

(4) Manage 'What is happening on the network?": Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data.

(5) Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

5 subcategories represent the scope of the CDM program and reflect widely exercised functional

and operational scenarios that CDM is interested in identifying, monitoring and addressing from a security perspective.

To provide a holistic security approach, these capabilities adhere to the National Institute of Science and Technology (NIST) Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

As shown in Table 1, the 5 CDM Tools SIN subcategories cover the previous CDM BPA 15 CDM Tool Functional Areas (TFAs) and allow for future innovation.

Table 1: SIN to TFA mapping

5 SIN Subcategories	15 CDM BPA TFAs
1. Manage "What is on the network?	● TFA 1 – Hardware Asset Management ● TFA 2 – Software Asset Management ● TFA 3 – Configuration Settings Management ● TFA 4 – Vulnerability Management
2. Manage "Who is on the network?"	● TFA 6 – Manage Trust in People Granted Access ● TFA 7 – Manage Security-Related Behavior ● TFA 8 – Manage Credential and Authentication ● TFA 9 – Manage Account/Access/Manage Privileges
3. Manage "How is the boundary protected?" for BOUND	● TFA 5 – Manage Network Access Controls
4. Manage "What is happening on the network?" for MNGEVT	● TFA 10 – Prepare for Contingencies and Incidents ● TFA 11 – Respond to Contingencies and Incidents
4. Manage "What is happening on the network?" for DBS	● TFA 12 – Design and Build in Requirements Policy and Planning ● TFA 13 – Design and Build in Quality
4. Manage "What is happening on the network?" for OMI	● TFA 14 – Manage Audit Information ● TFA 15 – Manage Operation Security
5. Emerging Tools and Technologies	Future innovations

(1) Manage "What is on the network?"

Focus: The primary focus of Manage Assets is to identify "What is on the network?"; that is, to identify the existence of hardware, software, configuration characteristics and known security vulnerabilities.

Manage hardware and software baseline system inventory is based on Phase 1 Hardware Asset Management (HWAM) and Software Asset Management (SWAM) requirements that requires the discovery and identification of devices to define a baseline of inventory hardware and software assets to establish the Agency's span of control.

Hardware and software configurations are based on Phase 1 Configuration Settings Management (CSM) requirements to ensure that hardware and software (specifically the operating system and installed applications) assets are securely configured and hardened.

Manage vulnerabilities is based on Phase 1 Vulnerability Management (VUL) requirements to identify and manage vulnerabilities in software installed on network devices to minimize exploitation of known software weaknesses.

These CDM capabilities cover verification and validation for the existence of hardware infrastructure devices; the accurate identification of approved software components; verification and validation that hardware devices have the correct security configuration settings, and system platform is hardened to reduce the platform attack surface; and the identification and management of risks presented by known software weaknesses that are subject to exploitation.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(2) Manage "Who is on the network?"

Focus: The primary focus of Manage People is to determine "Who is on the network?"; that is, identify and determine the users or systems with authorized access.

Manage People is based on Phase 2 PRIV, CRED, TRUST and BEHAVE requirements that require the management of users/accounts as an asset to assure the appropriate individual has the right access to the right resource.

This CDM capability covers the verification and validation of allowed user privileges, issuance and management of user owned credentials, appropriate user security behavior training, trustworthiness, authenticated permissions, and management of resource access rights granted to users.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(3) Manage "How is the boundary protected?"

Focus: The primary focus of Mange Boundary Protection is to determine "How is the boundary protected?"; that is, to determine the user/system actions and behavior at the physical/logical network boundaries and within the computing infrastructure.

"How is the boundary protected?" is based on Phase 3 BOUND requirements to defend physical and logical network boundaries and identify abnormal behavior (of networks and users) that may identify that an incident has occurred.

This CDM capability covers verification and validation of logical and physical network interfaces to reduce intrusive, malicious, and disruptive attacks; cryptographic mechanisms ensure confidentiality and integrity of data on the network; and methods to identify security incidents.

These CDM capabilities support the Cybersecurity Framework functions of: identify, protect and detect.

(4) Manage "What is happening on the network?"

Due to the complexity to manage "What is happening on the network?"; this area is covered by three focus areas:

a. Manage Events (MNGEVT)
b. Operate, Monitor and Improve (OMI)
c. Design and Build in Security (DBS)

Manage Events

Focus: Manage Events is responsible for preparing for events/incidents, gathering appropriate audit data from appropriate sources, identifying incidents through analysis of data, and performing ongoing assessment.

Manage Events is based on the Phase 3 MNGEVT requirements to prepare for incidents/events (through processes, policies, and procedures), gather appropriate audit/log data from appropriate sources, and identify events/incidents (network and user abnormal behavior) through the analysis of audit/log data.

Manage Events supports the runtime collection of attributes (actual state) and continuous monitoring of the policies related to attributes for Ongoing Assessment (actual state vs. desired state) to enhance current or apply new security and privacy controls and countermeasures. The results of the Ongoing Assessment will be used as inputs to OMI Ongoing Authorization risk assessment process to determine if the level of risk remains acceptable for a given information system to support continued authorization and operation.

Ongoing Assessment is the continuous process of comparing security related attributes between the Actual State and the Desired State. This comparison is performed by the CDM Policy Decision Point (PDP). The discrepancy between Actual State and Desired state impacts the security posture of the implementation of NIST SP 800-53 controls and countermeasures. The results of the Ongoing Assessment are used to evaluate the changes in risk posture associated with the discrepancy. Ideally, the Ongoing Assessment process is fully automated with the Desired State being encoded in the CDM PDP and the Actual State being measured using CDM sensors.

This CDM capability covers verification and validation of processes, policies, and procedures supporting cybersecurity preparation, audit and log data collection, security analysis of audit/log data, incident reporting to provide forensic evidence of malicious or suspicious behavior, and ongoing assessment.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

Operate, Monitor and Improve

Focus: Operate, Monitor and Improve is responsible for audit data aggregation, correlation, and analysis, incident prioritization and response, and post-incident activities (e.g., information sharing).

Operate, Monitor and Improve is based on Phase 3 OMI requirements for audit data aggregation, correlation and analysis, incident prioritization and response, and post incident activities (e.g., information sharing).

Ongoing Authorization is the continuous evaluation of the change in risk level related to changes in security policies concerning static object attributes (i.e., actual state and desired state) for threat behaviors that impact the security posture. This impact to security is measured by capturing changes in existing safeguards (e.g., NIST SP 800-53 controls and countermeasures) and identification of new component weaknesses and vulnerabilities.

This CDM capability covers verification and validation of processes/procedures to aggregate, correlate, and analyze audit/log data, to prioritize incidents and associated response actions, to quickly mitigate the impact of an incidents, to take appropriate remediation actions to eliminate the impact (restore normal operations) of the same incident, to support information sharing and collaboration (both internal and external) to minimize or prevent impact of future incidents, and ongoing authorization.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover. CDM also supports and can be used in the NIST Risk Management Framework (RMF) to achieve ongoing assessment and authorization.

Design and Build in Security

Focus: Design and Build in Security is responsible for preventing exploitable vulnerabilities from being effective in the software/system while in development or deployment. The Design and Build in Security process is focused on identifying, controlling and removing weaknesses/vulnerabilities from the software/system. Exploitable vulnerabilities may include software/system design, coding errors, software/system designs that leave a large and complex attack surface that cannot be defended, and weaknesses that can only be exploited during system/software execution.

Design and Build in Security is based on the Phase 3 DBS requirements that extend the focus of Phase 1 Software Asset Management and Vulnerability Management to achieve a level of confidence that software is free from vulnerabilities, either intentionally designed into the software or accidentally inserted at any time during its life cycle and that the software functions in the intended manner.

The U.S. government and critical infrastructure sectors are increasingly dependent on commercial products and systems, which present significant benefits including low cost, interoperability, rapid innovation, a variety of product features, and choice among competing vendors. However, with some of these benefits there is an increase in the risk of a threat event which can directly or indirectly affect the supply chain, which often go undetected, and may result in risks to the acquirer. The purpose of Supply Chain Risk Management (SCRM) is to enable the provisioning of the least vulnerable solutions to agencies, through a robust assessment of supply chain risks, communication about those risks to the agencies, and appropriate response and monitoring of those risks throughout the entire system lifespan.

This CDM capability covers verification and validation of processes/procedures to prevent and detect software vulnerabilities, to determine the provenance of system components, and to measure software assurance for built and acquired software components.

To provide a holistic security approach, this capability adheres to the Cybersecurity Framework security functions to identify, protect, detect, respond and recover to security infractions due to malicious behavior and unintentional user actions during normal operations.

(5) Emerging Tools and Technologies

Focus: Innovative capabilities to cybersecurity not currently encompassed by the other capability areas.

3. STANDARDS COMPLIANCE

Contractors providing offerings through the CDM Tools SIN must provide compliant products and services in accordance with the laws and standards cited herein. Additional laws and standards may be applicable to specific orders and Blanket Purchase Agreements.

4. ORDER

a. Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

b. All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

5. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)/COMMERCIAL SUPPLIER AGREEMENTS (CSAs)

The Contractor shall provide all Commercial Supplier Agreements (CSAs) to include End User License Agreements (EULAs) or Terms of Service (ToS) in an editable Microsoft Office (Word) format.

6. TECHNICAL SERVICES

A hotline technical support number for the purpose of providing user assistance and guidance in the implementation of any software provided as part of Equipment Maintenance Services or Software Maintenance Services.

7. PERFORMANCE OF SERVICES ASSOCIATED WITH PRODUCTS

a. The Contractor shall commence performance of Services on the date agreed to by the Contractor and the Ordering Activity.

b. The Contractor agrees to render Services during normal working hours, unless otherwise agreed to by the Contractor and the Ordering Activity.

c. The Ordering Activity should include the criteria for satisfactory completion of each order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of the CDM Tools SIN for a specific requirement at the order level must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the Ordering Activity prior to the Contractor's travel.

8. RESPONSIBILITIES OF THE CONTRACTOR

a. The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of an order is custom-developed software, FAR 52.227-14 Rights in Data may apply.

b. The Contractor shall comply with contract clause (FAR 52.204-21) for the basic safeguarding of contractor information systems that process, store, or transmit Federal contract information (as defined in the contract clause) received by the Contractor in performance of the contract.

9. INVOICES FOR SERVICES

The Contractor, upon completion of the Services ordered, shall submit invoices. FAR 52.212-4 in the contract contains terms for commercial items. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring Services performed during the preceding month

10. DESCRIPTION OF PRODUCTS AND SERVICES AND PRICING

The Contractor shall provide a description of offerings under CDM Tools SIN in the same manner as the Contractor sells to its commercial and Ordering Activity customers. The Contractor shall provide pricing and a description with part numbers for products and the associated services that have been approved as part of the Product Qualification Requirements of the SIN. Any applicable delivery and licensing terms should be included.

11. TOTAL SOLUTION

Labor categories/qualifications are not included in this SIN; however, ordering activities may acquire a total solution to meet a specific requirement for an order or BPA involving multiple Federal Supply Schedule SINs. Contractors report the sales to GSA under the SINs the items are sold. For example, an agency may post an RFQ requesting a total solution anticipating offerings from multiple SINs, such as IT Professional Services 54151S or Highly Adaptive Cybersecurity Services (HACS) 54151HACS along with CDM Tools 541519CDM for products and product associated services.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY TRAINING SUBCATEGORY, INFORMATION TECHNOLOGY TRAINING (SPECIAL ITEM NUMBER 611420)

1. GLOSSARY OF DEFINITIONS

a. **"Training Materials"** shall mean the, manuals, handbooks, texts, handouts, etc. normally provided with course offerings.

b. **"Training Catalog"** shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

2. SCOPE

a. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general-purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at

the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

3. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

4. TIME OF DELIVERY

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

5. CANCELLATION AND RESCHEDULING

a. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the applicable Manufacturer's Training Catalog.

b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.

c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

6. FOLLOW-UP SUPPORT

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

7. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

8. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

9. FORMAT AND CONTENT OF TRAINING

a. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in an applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210 and 54151.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Training Catalog shall provide most of the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

10. "NO CHARGE" TRAINING

"No charge" training is not available under the scope of this schedule contract.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY ELECTRONIC COMMERCE SUBCATEGORY, ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151ECOM)

1. GLOSSARY OF DEFINITIONS

a. **"Service Provider"** shall mean a provider of the Electronic Commerce Services

offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

b. **"Statement of Work"** shall mean the mutually agreed upon document between Contractor and Ordering Activity setting forth the description of services to be performed including milestones, any specifications and evaluation criteria.

2. SCOPE

a. The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

b. The Contractor, through Service Provider, shall provide services at a location, as agreed to by the Contractor and the Ordering Activity.

3. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the Ordering Activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The Ordering Activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, Ordering Activities shall consider establishing incentives where performance is critical to the Ordering Activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the Ordering Activity.

b. The Ordering Activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

c. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
   i. Cancel the stop-work order; or
   ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

c. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

d. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

e. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

7. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time and Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time and materials and labor ¬hour orders placed under this contract.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product (i.e., deliverable) of a Statement of Work is custom developed software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the Ordering Activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

10. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering Activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Ordering Activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering Activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the Ordering Activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

a. For firm-fixed price orders the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payments under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time and materials orders placed under this contract. For labor hour orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

b. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

c. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   i. The offeror;
   ii. Subcontractors; and/or
   iii. Divisions, subsidiaries, or affiliates of the offeror under a common control.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the Ordering Activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The Ordering Activity understands that Contractor, as an authorized reseller, will ultimately subcontract or furnish any of the work called for in a task order or Statement of Work through an applicable Service Provider.

16. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

a. A description of each type of EC Service offered under Special Item Numbers 54151ECOM E-Commerce is set forth in Attachment A. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other Ordering Activity customers.

b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices: e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL-PURPOSE COMMERCIAL INFORMATION TECHNOLOGY TELECOMMUNICATIONS SUBCATEGORY, WIRELESS MOBILITY SOLUTIONS (SPECIAL ITEM NUMBER 517312)

1. GLOSSARY OF DEFINITIONS

a. **"Service Provider"** shall mean a provider of the Wireless Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

2. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

3. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

4. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

a. Activation of the user's service

b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall use reasonable commercial efforts to complete all warranty services promptly upon notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

5. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

6. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system at the prices specified in Attachment B.

7. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

8. WIRELESS SERVICE PLAN

The wireless service plans offered by Contractor hereunder are listed by applicable Service Provider in Attachment A.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE
(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT
To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____
Ordering Activity Date

_____
Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER
_____
_____

*SPECIAL BPA DISCOUNT/PRICE
_____
_____

(2) Delivery:

DESTINATION
_____
_____

DELIVERY SCHEDULES / DATES
_____
_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE
_____
_____

POINT OF CONTACT
_____
_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- a) Name of Contractor;
- b) Contract Number;
- c) BPA Number;
- d) Model Number or National Stock Number (NSN);
- e) Purchase Order Number;
- f) Date of Purchase;
- g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or - Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

ATTACHMENT A - CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Next Page

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INSTRUCTIONS: Select the Manufacturer whose supplemental pricelist information and terms you want to view.

Manufacturer Name	
Anakam, Inc.	Micro Focus
BeyondTrust Software, Inc.	MSC.Software Corporation
Bivio Networks, Inc.	Napatech, Inc.
BT Federal	Nehemiah Security
Cambium Networks	Oracle America, Inc.
Carbon Black (FKA Bit9, Inc.)	Oversight Systems, Inc.
Citrix Online, LLC (GetGo, Inc.)	The Paciello Group
Convergys Customer Management Group, Inc	Parasoft Corporation
Dataguise, Inc.	Pegasystems, Inc.
Decision Lens, Inc.	Pitney Bowes Software, Inc.
DS Government Solutions Corp.	Planview, Inc.
Dynatrace, LLC	Pragma Systems, Inc.
Egenera, Inc.	PTC, Inc.
Entco Government Software, LLC.	QlikTech
FireMon, LLC	Qualys, Inc.
Flexera Software, Inc.	RedSeal Systems, Inc.
ForeScout Technologies, Inc.	RES Software, Inc.
Freedom Scientific	SailPoint Technologies, Inc.
Gigamon	SecureLogix Corporation
Hewlett-Packard Company	Serena Software, Inc.
IBM	Silver Peak Systems, Inc.
Infor, Inc.	Thunderhead, Inc.
Information Builders, Inc.	Upland Software
Kaseya	Verint Americas, Inc.
Klas Telecom, Inc.	Worksoft
Kronos Incorporated	ZyLab North America, LLC
MarkLogic Corporation	

Anakam, Inc.
11710 Plaza America Drive
Suite 500
Reston, VA 20193

immixTechnology Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)

1. **Scope**. This Rider and the attached **Anakam, Inc.** ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with federal law (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et. seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

   a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.

   b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

   c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

   d) **Termination**. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

   e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by federal law, they will not apply to this Rider or the underlying Schedule Contract.

   f) **Equitable remedies**. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

   g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

   h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

v) **Ownership of Derivative Works**. Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ANAKAM, INC.

ANAKAM LICENSE, WARRANTY AND SUPPORT TERMS

Section 1 - SOFTWARE LICENSE AND SERVICES AGREEMENT

1. DEFINITIONS

- **"Affiliate(s)"** shall mean, with respect to the Ordering Activity: (1) all business units and divisions of Ordering Activity, and (2) any entity controlled by, controlling, or under common control with Ordering Activity. Such entity shall be deemed to be an "Affiliate" only so long as such control exists. Upon request, Ordering Activity agrees to confirm the Affiliate status of a particular entity.
- **"Anakam Materials"** shall mean any materials provided to Ordering Activity by Anakam in the course of performing Services other than Maintenance Services.
- **"Ancillary Program(s)"** shall mean the third party materials delivered with the Programs as specified in one or more Order Forms or the Documentation.
- **"Commencement Date"** shall mean the date on which the Program(s) specified in an Order Form is first delivered to

Ordering Activity.

- **"Documentation"** shall mean Anakam's then current on-line help, guides, and manuals published by Anakam and made generally available by Anakam for the Programs. Documentation shall include any updated Documentation that Anakam provides with Updates.

  • **"Maintenance Services"** shall mean the services provided by Anakam pursuant to its then current Maintenance Services Policy.
- **"Order Form(s)"** shall mean a document by which Ordering Activity orders Program licenses and related Services and which is executed by the parties. Each Order Form shall incorporate this Agreement by reference.
- **"Program(s)"** shall mean (i) the version of the Anakam software identified as Program(s) specified in an Order Form, and (ii) Updates to such Programs. Programs shall not include Ancillary Programs.
- **"Services"** shall mean all services provided by Anakam under this Agreement, including Maintenance Services, Training Services, the Programs, Ancillary Programs, Documentation and Anakam Materials.
- **"Supported Platform"** shall mean the hardware and software platforms (e.g., database server systems, application server systems, and client systems) that operate with the Programs as expressly set forth in the Documentation.
- **"Update(s)"** shall mean (a) subsequent releases of the Programs that Anakam makes generally available to its Ordering Activities, and that (i) add new features, functionality, and/or improved performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; (b) bug or error fixes, patches,

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2020

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE Fire Underwriters Insurance Co.	20702
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE American Insurance Company	22667
INSURER D:	Federal Insurance Company	20281
INSURER E:	Allianz Global Risks US Insurance Co.	35300
INSURER F:		

INSURED
Arrow Electronics, Inc. and Subsidiaries
immixGroup, Inc.; immixTechnology Inc.;
EC America
9201 East Dry Creek Road
Centennial CO 80112 USA

COVERAGES **CERTIFICATE NUMBER:** 570083375031 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			XSLG71451616 SIR applies per policy terms & conditions	06/15/2020	06/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $1,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CAL H25306545	06/15/2020	06/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION			79656842	06/15/2020	06/15/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C66921980 C66926709 C66922029 C66921943	01/01/2020 01/01/2020 01/01/2020 01/01/2020	01/01/2021 01/01/2021 01/01/2021 01/01/2021	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

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

Certificate No : 570083375031

CERTIFICATE HOLDER

Arrow Electronics, Inc.and Subsidiaries
; Immix Technology Inc.; EC
America
9201 E. Dry Creek Road
Contennial CO 80112 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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ITEM # 20-0306

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Between IMMIX Technology and the City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **IMMIXTECHNOLOGY, INC.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Under the terms of the Agreement, Contractor has agreed to provide Kronos Time and Attendance software and services.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **(Immix Technology).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Services**

A. Kronos Software as a Service (SaaS) and Software Subscription Services 7/1/2020 – 6/30/2023 as described in Exhibit "I" attached hereto and incorporated herein. The relevant portions of GSA Contract #GS-35F-0265X, Terms and Conditions, and State Price Agreement are also attached hereto.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 Subscription Services 7/1/2020 – 6/30/2023		$383,516.62

The total compensation under this Agreement shall not exceed three hundred eighty three thousand five hundred sixteen dollars and fifty two cents ($383,516.52) including applicable gross receipts taxes as described in quote number (QUO-1109691-G4M3P3) attached hereto and incorporated herein.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 06/30/2023 The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of

God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies

provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the terms and conditions of GSA Contract number GS-35F-0265X; (2) the NM state price agreement; (3) this Agreement; (4) the Quote attached to this agreement.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

City of Santa Fe/IT Department
P.O. Box 909
Santa Fe, NM 87504-0909

To the Contractor:

IMMIX Technology, Inc.
8444 Westpark Drive, Ste. 200
McLean, VA 22102

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

IMMIX Technology, Inc.
8444 Westpark Drive, Ste. 200
McLean, VA 22102

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: July 1, 2020

CONTRACTOR:
IMMIXTECHNOLOGY, INC.

Vaughn Harman
NAME

Sr. Director
TITLE

DATE: June 4, 2020
CRS# 03140957001

Registration # 20-227362

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 6/24/20

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 5, 2020 08:31 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

620, 6203600, 530710
Org.Name/Org.#

GB ITT A1 to IMMIX to add TeleStaff

Final Audit Report 2020-08-25

Created:	2020-08-25
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgfCbKFvJ7taCIYd2QITuPyPaK6cQ6KRd

"GB ITT A1 to IMMIX to add TeleStaff" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-25 - 8:36:08 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
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Signature Date: 2020-08-25 - 9:22:08 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-25 - 9:35:06 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-25 - 9:38:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Fran Dunaway (fadunaway@santafenm.gov), Alexis Lotero (aclotero@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), and dctapia@santafenm.gov
2020-08-25 - 9:38:50 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/08/2020
ISSUE NO. 9A 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) **COMMITTEE REVIEW** Finance Committee (Scheduled) 09/21/2020 Governing Body (Scheduled) 09/30/2020
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/21/20
FOR CITY COUNCIL MEETING OF 09/30/20

c) 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)

COMMITTEE REVIEW

Finance Committee (Scheduled)	09/21/2020
Governing Body (Scheduled)	09/30/2020

FINANCE COMMITTEE ACTION:

APPROVED ON CONSENT

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

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)
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Transaction ID:	CBJCHBCAABAATqZwd7s81jsQswRO0PFcQ3RPySu8PoGh

"Senior Services 2022-2026 ICIP (For Signature)" History

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/21/20
FOR CITY COUNCIL MEETING OF 09/30/20

d) 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

FINANCE COMMITTEE ACTION:
APPROVED ON DISCUSSION

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020
ISSUE NO. 8B 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for further discussion. Approved to forward to 9/30/2020 GB.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

Date: September 3, 2020

To: Quality of Life Committee and Governing Body

Via: Andrew Padilla, Chief of Police AP (9-3-20)

From: 9/3/20
Paul Joye, Deputy Chief of Police

RE: Prohibited Police Activities Bill

ITEM AND ISSUE:
Proposed ordinance to prohibit certain police activities, to include no-knock warrants, as well as requiring the use of body-worn cameras during the execution of any search warrant.

BACKGROUND AND SUMMARY:
Recent national events have compelled the Santa Fe Police Department to look internally, to review our Department's policies and procedures as they compare to best or preferred national practices. After an internal audit regarding the Department's use of No-Knock Warrants, it was noted that SFPD has not conducted any No-Knock Warrants in at least ten years. Further, the Santa Fe Police Department has been using and have had policy in place for Body-Worn Cameras since 2016.

Due to the fact that situations, locations, and individuals involved in criminal activity are both potentially highly volatile and unpredictable, it remains in the best interest of the SFPD as well as the citizens of Santa Fe to continue the use of proper search warrant executions and Body-Worn Camera utilization. Putting such measures into city ordinance supersedes department policy, and would ensure that out department continues with these preferred and best practices as we move forward into the future of public safety.

The attached ordinance prohibits SFPD from the use of No-Knock warrants within the municipal boundaries of the City of Santa Fe. Further, this ordinance requires that all law enforcement officers participating in the execution of a search warrant be equipped with Body-Worn Cameras, and to have those cameras activated for the entire duration of the search warrant execution. Last, this ordinance requires that all recorded data from Body-Worn Cameras be retained for five years following the execution of the search warrant. This goes above and beyond what is currently mandated by state or federal laws, and again ensures that as a Department, we continue to strive for compliance with preferred and best practices.

ACTION REQUESTED:
The attached proposed ordinance has been reviewed and is supported by the administration of the Santa Fe Police Department. The request for the Governing Body to review and pass the attached ordinance.

ATTACHMENTS:
Proposed Ordinance 20-7: Prohibited Police Activities
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING A NEW SECTION 20-7 SFCC 1987 TO PROHIBIT CERTAIN POLICE ACTIVITIES, INCLUDING NO-KNOCK WARRANTS, AND REQUIRING THE USE OF BODY-WORN CAMERAS DURING THE EXECUTION OF ANY SEARCH WARRANT.

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

Section 1. A new Section 20-7 of SFCC 1987 is hereby ordained to read:

20-7 PROHIBITED POLICE ACTIVITIES.

20-7.1 Short title; purpose.

A. This section as the Prohibited Police Activities Ordinance.

B. The purpose of this Section is to protect the safety of the residents of the city of Santa Fe by establishing specific restrictions and limitations on the execution of search warrants by the Santa Fe police department.

20-7.2 Definitions.

Body-worn camera means an electronic video and audio recording device that is placed on the front of a law enforcement officer's uniform and used to record interactions between law

underscored material = new [bracketed material] = delete

enforcement officers and members of the public.

No-knock warrant means any search warrant that a judge issues that allows those executing the warrant to do so without knocking and announcing themselves and their purpose at the premises.

20-7.3 Use of no-knock warrants prohibited.

No member of the Santa Fe police department or any other authorized public safety official shall seek, execute, or participate in the execution of a no-knock warrant at any location within the municipal boundaries of the city of Santa Fe.

20-7.4 Use of body-worn cameras.

A. All law enforcement officers participating in the execution of a search warrant shall be equipped with an operating body-worn camera.

B. Prior to the execution of any search warrant, each law enforcement officer present at the premises to be searched must activate their body-worn camera recording equipment and may not deactivate the equipment until the completion of the execution of the warrant.

C. All data recorded by the body-worn cameras must be retained for five (5) years following the execution of the search warrant. The recorded data shall be stored in a separate electronic file category designated for this purpose.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Prohibited Police Activities

FIR No. 3275

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Prohibited Police Activities

Sponsor(s): Mayor Webber

Reviewing Department(s): Police Department

Staff Completing FIR: Paul Joye Date: 8/17/2020 Phone: 955-5355

Reviewed by City Attorney: _____ Date: Sep 10, 2020

Reviewed by Finance Director: _____ Date: Sep 9, 2020

Summary:
The bill prohibits the use of no-knock warrant executions within the City of Santa Fe, and requires the use of body-worn cameras throughout any search warrant executions.

Departments Affected:
Police Department.

Consequences of Not Enacting Legislation:
The Santa Fe Police Department will continue to operate in accordance with its policies and procedures as they pertain to body-worn cameras and search warrant executions. An internal review of SFPD cases shows that SFPD has not conducted a no-knock warrant in at least ten years. SFPD has been utilizing body-worn cameras in accordance with a policy in place since 2016. Currently, SFPD anticipates that the Department has the capacity to store body-worn camera footage for up to five years under the current format and policy.

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

Performance and Administrative Implications:

Fiscal Implications:
There are potential fiscal implications to this bill, to the extent that requiring all officers on scene to have their body-worn cameras activated for the duration of the execution may require a purchase of extra body-worn cameras to ensure that there are enough cameras available on scene in the event that activated cameras run out of battery life or run to capacity and are no longer able to record new footage. There are also potential financial considerations that may have to be taken to ensure that there remains sufficient storage space on our server to allow for storage of these videos for 5 years, as video quality increases accompanied by the requirement to record at all times while "on scene," to include individual officer "down-time" or time in which they are not actively participating in the execution of the search warrant (scene security, holding a perimeter, etc.). Under the current policy, officers do not have a requirement to have body-worn cameras activated during times in which officers are not actively assisting or engaged in the execution of a search warrant, which is supported by our current storage system.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There is not an estimated expenditure associated with the bill, though additional digital storage capacity may be needed in the future.

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:

Prohibited Police Activities

Final Audit Report 2020-09-10

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City of Santa Fe, New Mexico

memo

DATE: September 15, 2020

TO: Public Works Committee, Finance Committee, Governing Body

VIA: _____
Regina Wheeler, Public Works Department Director
John Romero, P.E., Engineering Division Director JR

FROM: Romella Glorioso-Moss, PhD, AICP RGM
Projects Administrator, Roadway and Trails

ITEM AND ISSUE

Recommendation of approval for Professional Service Agreements for on-call project management/owner representative services with the following four (4) Contractors: Joe Cohen & Associates, Inc., Leroy Nicholas Pacheco, PE, Motiva Corporation, and NV5.

BACKGROUND AND SUMMARY

On February 3, 2020 the Public Works Department has advertised a request for proposals (RFP#' 20/17/P) for on-call project management/owner representative services to assist the City with its capital improvement projects. Seven companies responded to the RFP of which five were selected by the Evaluation Committee as follows: Joe Cohen & Associates, Inc., Leroy Nicholas Pacheco, PE, Motiva Corporation, NV5, and PBI Construction Consulting (see Exhibit A). Contract negotiation ensued in July with PBI dropping out early on the negotiation process. Of the four contractors, two are local, one located in Bernalillo and one out-of-state.

These contracts are non-renewable with term ending December 31, 2024 and a cap of $1,000,000.00 (excluding NMGRT) per Contractor. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal to $1,000,000.00. Availability of funds for these services will be identified and budgeted as needed. Execution of these agreements does not constitute a promise to purchase any amount of said work.

Exhibit B lists a total of 41 capital improvement projects that Contractors could work on in FY21. These projects were re-prioritized by Public Works in response to COVID 19 budget cuts which was approved by the Governing Body on July 8, 2020. As described in detail on pages 1-2 of their

contract, their Scope of Work includes but not limited to: a) ensure compliance with City, State and Federal processes, policies, rules and regulation; b) procurement and contract administration; c) communication and coordination; d) project planning and design; and e) reporting and documentation.

The Contractors' performance will be measured by: a) successful, timely and cost effective completion of City capital infrastructure projects and initiatives; b) effective management of any type of infrastructure projects; c) effectively manage any or all phases and aspects of projects; and d) oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

RECOMMENDED ACTION

The Public Works Department recommends to the Governing Body the approval for contract awards for on-call professional management and owner representative services to the following four Contractors: Joe Cohen & Associates, Inc., Leroy Nicholas Pacheco, PE, Motiva Corporation, and NV5, Inc.

ORG/OBJECT CODE: Varies by user
MUNIS CONTRACT NUMBERS: Joe Cohen & Associates, Inc. (TBD), Leroy Nicholas Pacheco, PE (TBD), Motiva Corporation (TBD), and NV5, Inc. (TBD)

Attachments:

1) Exhibit A Evaluation Committee Report for RFP #'20/17/P (1)
2) Exhibit B List of Public Works Priority Projects in FY21
3) Exhibit C through F: Professional Service Agreements (4)
4) Exhibit G: Procurement Checklist (1)
5) Exhibit H: Summary of Contract (1)

City of Santa Fe

Purchasing Division

Confidential until Final Award

RFP Evaluation Committee Report

Date: May 18, 2020

TO: Fran Dunaway, CPO, Purchasing Officer

FROM: Sarah Anderson, PE, Engineer Supervisor SA

VIA: John Romero

John J. Romero, PE, Acting Public Works Department Director

SUBJECT: **Evaluation Committee Report: RFP No. 20/17/P "On Call Project Management/Owner Representative Services"**

On February 3, 2020, the City advertised a request for proposals (RFP #' 20/17/P) to provide project management and owner representative services. The Public Works Department manages over $100M of non-utility capital projects. The City requires these services to help ensure the successful, timely and cost-effective completion of projects and initiatives. Such needs include managing project tasks including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure. In addition, these contracts can also be used by other departments, such as the Parks Department, to support project management needs.

The evaluation committee consisted of five (5) members of City of Santa Fe staff - four (4) individuals from the Public Works Department and one (1) from the Parks Department. The evaluation committee selected five companies to provide on-call project management and owner representative services. One company, Oracle America, Inc. was disqualified because the proposal did not the required signed forms.

The evaluation committee met on March 17, 2020 to score the proposals using the criteria included in the RFP. This report details the evaluation components, the point value and the scoring for each offeror based on a maximum total point value of 900. The scores in numerical order between the highest-rated offeror to the lowest-rated offeror are provided below:

OFFEROR	TOTAL SCORE	RANK
Motiva Corporation	**745.5**	**1**
Leroy Pacheco	**726**	**2**
NV5, Inc.	**706**	**3**
Joe Cohen & Associates, Inc.	**687**	**4**
PBI Construction Consulting	**671.5**	**5**
King Industries. Corporation	610.5	6
Oracle America, Inc.	Proposal incomplete – Did not submit required forms with signatures	

EVALUATION COMMITTEE DELIBERATIONS

The committee objectively applied the following criteria to all the proponents:

- Completeness of bid proposal
- Project management approach
- Experience, training and qualifications
- Project risk analysis
- Past performance
- Knowledge of local conditions

Project Management Approach ***(Total: 27.8% - 250 points)***

Motiva Corporation **24.2% - 217.5 points**

Motiva Corporation presented a comprehensive project management approach addressing the following project phases: initiation, planning, implementation, monitoring, close-out and operations. The project management tools that they typically use include Microsoft Project software, Gantt charts and resource assignments.

Leroy Pacheco **21.7% - 195 points**

Leroy Pacheco's project management approach emphasized the importance of detailed and thorough documentation for all projects. The proposal also included key items for managing projects that are being designed by consultants. He provided examples of project management spreadsheets for the committee's consideration.

NV5, Inc. **23.3% - 210 points**

NV5, Inc. included a detailed project management approach in their proposal. Within this section, they outlined the key elements of a successful project schedule, budget development and budget management. They use a number of software programs for project management including Budget4Cast, Microsoft Project and P6 Primavera. The proposal included an example of a monthly report and a project schedule.

JCA (Joe Cohen & Associates) **21.7% - 195 points**

Joe Cohen & Associates (JCA) presented a thorough and detailed approach to project management that included numerous parameters for consideration. The proposal contained several examples of project schedules, budgets and cost projections. His approach was further demonstrated by an in-depth discussion of project challenges for a hotel construction project in the Taos Ski Valley.

PBI (PBI Construction Consulting) **20.3% - 182.5 points**

PBI Construction Consulting's project management approach focused on communication, transparency, coordination and proactive planning. They take an evidence- and research-based approach to project schedules. They primarily use Microsoft Project for project and critical path scheduling.

King Industries, Corporation **20.3% - 182.5 points**

King Industries, Corporation included a detailed discussion of their project management approach for the following project phases: start-up, plans, specifications, estimate authorization and construction. They included a detailed description and diagram of the project management plans they develop for each

project. ProCore project management software and a proprietary project management checklist are used to communicate with the stakeholders about the project schedule and budget.

Experience, Training and Qualifications ***(Total: 27.8% - 250 points)***

Motiva Corporation **21.7% - 195 points**

Motiva Corporation's proposal identified four key staff members with additional support staff. These professionals have a minimum of 10 years of experience (with some over 20) managing construction and development projects. The team's senior project manager has extensive public sector experience including past positions as a Deputy County Manager and a Procurement Manager.

Leroy Pacheco **23.3% - 210 points**

Leroy Pacheco has over 20 years of experience working in the City's Public Works Department and managed multiple City bond fund projects as well as contracts over $10M. He is a licensed engineer in New Mexico and California.

NV5, Inc. **22.2% - 200 points**

NV5, Inc.'s proposal included the resumes for 10 qualified professionals. Their certifications included several professional engineers licensed in multiple states, LEED Accredited Professionals, a Certified Construction Manager, a Certified Project Management Professional and a Certified Building Commissioning Professional.

JCA (Joe Cohen & Associates) **21.7% - 195 points**

JCA identified over 40 years of project management experience in a wide variety of construction and development projects. The principal is also a certified Project Management Professional, LEED Accredited Professional and holds a GB98 Contractor's License.

PBI (PBI Construction Consulting) **21.1% - 190 points**

PBI Construction Consulting's proposal include the resumes for four individuals who have worked on a variety of public works and development projects.

King Industries, Corporation **18.3% - 165 points**

Each team member listed in the proposal for King Industries, Corporation has at least 12 years of experience. The team also includes a certified Project Management Professional.

Project Risk Analysis ***(Total: 11.1% - 100 points)***

Motiva Corporation **8.6% - 77 points**

Motiva Corporation uses qualitative and quantitative risk analyses during the planning stages of a project. They outlined how risks were mitigated for the recently completed Santa Fe County Administration Office Complex.

Leroy Pacheco **7.8% - 70 points**

Leroy Pacheco's proposal highlighted the importance of awareness of current laws, policies and regulations that govern city operations. He also noted his in-depth knowledge of project design and public safety standards.

NV5, Inc. **8.4% - 76 points**

NV5, Inc. included detailed examples of addressing risks from the Santa Fe Opera renovations project and how they incorporate risk analysis into scheduling.

JCA (Joe Cohen & Associates) **8.2% - 74 points**

JCA's proposal outlined their responses to risks for the Taos Ski Valley project. The proposal also highlighted the importance of budget and schedule contingencies to containing risk.

PBI (PBI Construction Consulting) **7.4% - 67 points**

PBI Construction Consulting identified poor communication as the biggest risk factor for the City projects provided in the proposal. The example project included in their proposal was acting as the owner's representative on the Vladem Contemporary Art Museum project.

King Industries, Corporation **8.6% - 77 points**

King Industries, Corporation included a detailed Risk Analysis Plan and comprehensive risk assessment chart in its proposal.

Past Performance ***(Total 22.2% - 200 points)***

Motiva Corporation **19.3% - 174 points**

Motiva Corporation included a diverse list of over 100 projects with budgets ranging from $35,000 to $365M.

Leroy Pacheco **18.2% - 164 points**

Leroy Pacheco's past project experience includes over $10M of paved urban trails within the City and along the Santa Fe River.

NV5, Inc. **16.9% - 152 points**

NV5, Inc. presented six projects that included providing owner representative services for the City of Erie, Colorado, and program management services to the City of Colorado Springs.

JCA (Joe Cohen & Associates) **15.6% - 140 points**

JCA included 14 project descriptions in their proposal ranging from residential buildings to hotels and resorts.

PBI (PBI Construction Consulting) **16.2% - 146 points**

PBI Construction Consulting highlighted over 29 projects with 10 acting as the owner's representative.

King Industries, Corporation **13.8% - 124 points**

King Industries, Corporation included five project summaries in their proposal ranging from the Acequia Underpass to reservoir reconstruction.

Knowledge of Local Conditions ***(Total 11.1% - 100 points)***

Motiva Corporation **9.1% - 82 points**

Motiva Corporation's proposal included an extensive list of coordinating agencies and their familiarity with Santa Fe construction methods and resources.

Leroy Pacheco **9.7% - 87 points**

Leroy Pacheco emphasized his work with the City, neighborhood associations, the Metropolitan Planning Organization, City advisory committees and other local agencies to support his knowledge of local conditions.

NV5, Inc. **7.6% - 68 points**

NV5, Inc. also mentioned coordination with local agencies as well as the support that they have available from their Albuquerque office.

JCA (Joe Cohen & Associates) **9.2% - 83 points**

JCA's proposal mentioned experience in Santa Fe since 1983 as well as past presentations to City Committees and familiarity with permit processes.

PBI (PBI Construction Consulting) **9.6% - 86 points**

PBI Construction Consulting identified its long-term relationships with subcontractors, vendors, architects and inspection officials in the area as well as an extensive history of projects within the City of Santa Fe.

King Industries, Corporation **6.9% - 62 points**

King Industries, Corporation's proposal mentioned the experience of their project manager who has worked with the City for over 20 years.

Evaluation Committee Recommendation:

Respondent, Motiva Corporation ranked number one (1), scoring 745.5 points total (82.8%), of the total 900 points (100%).

Based on the evaluation performed, the highest rated proposal received was from Motiva Corporation. Committee members noted the detailed information provided in the project management approach section and strong knowledge of local conditions including familiarity with Santa Fe area construction methods and resources.

Respondent: Leroy Pacheco ranked number two (2), scoring 726 points total (80.7%) of the total 900 points (100%).

The second highest ranked proposal was received from Leroy Pacheco. Committee members noted his extensive experience with City processes and project management as well as his strong knowledge of local conditions.

Respondent: NV5, Inc. ranked number three (3), scoring 706 (78.4%) points of the total 900 points (100%).

The third highest ranked proposal was received from NV5, Inc. NV5, Inc. presented an easy-to-understand and very detailed project management approach with innovative ideas. The resumes included in the proposal showed diverse experience and breadth of skills and education.

Respondent: Joe Cohen & Associates, Inc. ranked number four (4), scoring 687 (76.3%) points of the total 900 points (100%).

The fourth highest ranked proposal was received from Joe Cohen & Associates. JCA provided a number of project management templates including those for scheduling, meeting minutes and detailed lists of

action items. Committee members also noted that JCA has worked in communities with a high-level of public involvement in the past.

Respondent: PBI Construction Consulting ranked number five (5) five, scoring 671.5 (74.6%) points of the total 900 points (100%).
The fifth highest ranked proposal was received from PBI Construction Consulting. Their proposal indicated a strong knowledge of local conditions and risk analysis methods.

Respondent: King Industries, Corporation ranked number six (6) five, scoring 610.5 (67.8%) points of the total 900 points (100%).
The sixth highest ranked proposal was received from King Industries Corporation. King provided detailed information on their project management approach and risk analysis, but generally received lower scores for past performance and knowledge of local conditions. When reviewing the scores, there was a clear break between the fifth and sixth ranked proposals with over 300 points separating the two offerors.

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COMMITTEE RECOMMENDATION

The committee deliberated and reached the consensus that the following companies' proposals clearly demonstrated their ability to meet the City's needs and should be awarded contracts to complete the variety of project management needs for the City's capital infrastructure projects: 1) Motiva Corporation 2) Leroy Pacheco 3) NV5, Inc. 4) Joe Cohen & Associates, Inc., and 5) PBI Construction Consulting.

As a member of the Evaluation Committee for RFP No. **20/17/P "On Call Project Management/Owner Representative Services,"** I concur with the scoring and summary stated in this report:

Committee member -1. Regina Wheeler

Melissa McDonald

Committee member -2. Melissa McDonald

Committee member -3. Jennifer Romero

Committee member -4. J. Sam Burnett

Sarah Anderson

Committee member -5. Sarah Anderson

EXHIBIT B: RE-PRIORITIZED CITY CAPITAL INFRASTRUCTURE PROJECTS FOR FY21

2018 GRT Funded Projects
General Obligation Bonds Funded Projects
Special Revenue Funded Projects
Grant Funded Projects

DIVISION	PROJECT	PROJECTED/ START DATE	PROJECTED COMPLETION DATE	REVISED PROJECT BUDGET	FUNDING SOURCE
FACILITIES	City Hall	March 2020	June 2021	$163,001	2018 GRT Bond: $600,000
	Fort Marcy	March 2019	May 2021	$693,361	2018 GRT Bond: $700,000
	Genoveva Chavez Community Center	April 2019	October 2021	$4,577,556	2018 GRT Bond: $4,300,000
	Main Library	March 2019	June 2020	$175,000	2018 GRT Bond: $155,000
	Southside Library	April 2019	August 2020	$63,998	2018 GRT Bond: $165,000
	Salvador Perez	Nov 2019	June 2020	$2,124,965	2018 GRT Bond: $2,450,000
	Siringo Complex	Feb 2020	Aug 2020	$117,113	2018 GRT Bond: $120,000
	Siler Building C	Aug 2019	June 2020	$421, 686	2018 GRT Bond: $580,000
	Restore Bridges at Urban Trails	March 2020	Oct 2020	$240,000	2018 GRT Bond: $235,000
ITT	Public Safety Wireless	Feb 2020	Dec 2022	$152,000	2018 GRT Bond: $200,000
	Public Safety Radio System Replacement	Dec 2019	Dec 2020	$2,556,000	2018 GRT Bond: $2,000,000
FACILITIES	SWAN Park	Jan 2021	Jan 2022	$349,000	2013, 2014 GO Bonds & CIP Reallocation
ENGINEERING	Tierra Contenta Trail	Aug 2020	June 2021	$462,295	2013 & 2014 GO Bonds
	Rail Trail – All Segments	Apr 2020	Oct 2020	$1,025,225	2013 & 2014 GO Bonds & CIP Reallocation
FACILITIES	GCCC Mechanical Mezzanine Roof	Feb 2020	Dec 2020	$865,000	GCCC CIP Budget
PARKING	Parking Revenue Access & Reverse Control System (PARCS)	Jan 2020	June 2020	$1,500,000	Parking CIP Funds & NMFA Loan

DIVISION	PROJECT	PROJECTED/ START DATE	PROJECTED COMPLETION DATE	REVISED PROJECT BUDGET	FUNDING SOURCE
ENGINEERING	Arroyo Chamiso Crossing Study	May 2020	July 2020	$275,000	City Road Impact Fees
	Camino Entrada Round About	Dec 2019	Nov 2020	$1,141,000	Traffic Impact Fees
ENGINEERING	Acequia Trail	June 2021	Apr 2022	$422,000	NMDOT Grant for Design of Trail: $300,000 grant from NMDOT multi-purpose trail from S. Meadows/Rufina Street to San Felipe
	Agua Fria/Cottonwood	Mar 2017	May 2021	$1,956,000	NMDOT Grant: Grant award $362,000- Design & ROW - $1,594,000 Construction. No City match.
	Agua Fria/ South Meadows	Sep 2018	Sep 2021	$989,492	NMDOT Grant & NM DFA Appropriation: Grant award for $989,492 - Additional funding will be needed for construction
	El Museo Cultural	Mar 2020	Dec 2020	$160,000	NM DFA Appropriation: $160,000 DFA appropriation for roof repairs to El Museo
ENGINEERING	Green House for Therapy Program	Feb 2020	Nov 2020	$150,000	NM DFA Appropriation: $148,500 DFA Appropriation
	Guadalupe Street	Aug 2017	Aug 2022	$5,117,200	NMDOT Grant: $5,117,200 Grant for Design & Construction

DIVISION	PROJECT	PROJECTED/ START DATE	PROJECTED COMPLETION DATE	REVISED PROJECT BUDGET	FUNDING SOURCE
	Harrison Road Sidewalk – Light Improvements	Mar 2020	TBD depending on scope	$228,000	NM DFA Appropriation: $228,000 in DFA Appropriation for lighting
	Kitchen Angels	Mar 2020	Mar 2021	$216,117	NM DFA Appropriation: $216,117 for Kitchen Angels renovation
	La Comunidad de los Niños	Dec 2019	Apr 2020	$50,000	NM DFA Appropriation: $50,000 DFA appropriation for sewer repairs and minor interior repairs
	Sandoval/Montezuma Intersection	Sept 2019	Jan 2020	$100,000	NM DFA Appropriation: $100,000 DFA Appropriation for design services
	Santa Fe Business Incubator	Mar 2020	June 2020	$260,000	NMEDD: $257,400 grant from NMEDD for new roof & ITT equipment
TRANSIT	Southside Transit Center	Apr 2019	Apr 2021	$3,198,071	US DOT Funding/ 20% Transit match
	Bus Shelter/Stop Upgrades	Jan 2020	Dec 2022	$686,480	US DOT Funding/ 20% Transit match: The location of the shelter and stop upgrades were determined as the results of the Santa Fe MPO Bus Stop and Sidewalk Connectivity Assessment.

DIVISION	PROJECT	PROJECTED/ START DATE	PROJECTED COMPLETION DATE	REVISED PROJECT BUDGET	FUNDING SOURCE
	Downtown Transit Center	Nov 2011	July 2021	$2,400,862	USDOT Funding/ 15% Transit match: $2,340,824 Funded by US DOT
FACILITIES	Solarization and Lighting Project	Aug 2019	Dec 2021	$14,922,462	NM DFA Appropriation: $925,000 in DFA Appropriations.
	MRC Soccer Valley	Feb 2020	Oct 2021	$1,500,000	City, County & NMDFA Appropriation: $500K City Match 18 GRT Bond Funds, $250k City 12 GO Bond Funds, $500K County Match and $250K DFA Appropriation - per Project Manager the budgeted amount of $1,250,000 is only for the design and development and the total soccer valley improvement will be $8M
	Municipal Court Bullet Proof Windows	Nov 2019	Aug 2020	107,612.00	NM DFA Appropriation: $117,000 DFA Appropriation for installation of bullet proof windows at Muni court.
	Downtown Restroom	July 2018	Feb 2021	693,807.00	NM DFA Appropriation & Lodgers Tax

DIVISION	PROJECT	PROJECTED/ START DATE	PROJECTED COMPLETION DATE	REVISED PROJECT BUDGET	FUNDING SOURCE
					$550,000 DFA Appropriation & $24,118 Lodger's tax; project underway with phase II design and review by Historic preservation
	Southside Teen Center	Oct 2019	June 2022	6,100,000.00	NM DFA Appropriation $1.1M DFA Appropriation, $1M City already funded
Airport	Airport Terminal and Parking Lot Expansion	Aug 2019	Sept 2021	11,500,000.00	2 NM DFA Appropriations Total Appropriations $9,765,000 ($8,910,000 +$855,000)
	Runway 10-28 Mill and Overlay	May 2019	Nov 2021	1,227,500.00	NMDOTAD Grant Grant award for $1,250,200
	Runway 20 RSA	Oct 2019	Apr 2020	729,096.00	GRT Premium Funds $1,064,161
	Taxiway D Phase II	Jan 2019	Sept 2020	2,459,936.00	NMDOTAD Grant & NMDOT $2,262,660 USDOT & $70,708 NMDOT

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EXHIBIT C

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Joe Cohen & Associates, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide On-Call Project Management/Owner Representative Services for the City of Santa Fe including, but not limited to:

1) COMPLIANCE

a) Provide management of projects in compliance with City's processes, policies, rules, regulations and goals.
b) Ensure all work is performed safely and in accordance with all safety policies, procedures and regulations. Verify that contractors adhere to all safety policies, procedures and regulations.
c) Obtain or verify that contractors obtain all federal, state, and local regulatory approvals and permits including, but not limited to, planning and zoning, environmental remediation, historic preservation, accessibility, energy performance, etc.

2) PROCUREMENT AND CONTRACT ADMINISTRATION

a) Engage contractors as appropriate for planning, development, design, permitting and construction of the project, program or initiative.
b) Execute procurement, contracting, administration and oversight activities in accordance with all policies, rules, regulations, guidelines, direction and best practices.
c) Monitor, oversee and verify work by contractors, including verification of acceptance of any work included in monthly invoices.
d) Identify the need for any third party verification or testing and secure those services.

3) COMMUNICATION AND COORDINATION

a) Ensure that appropriate public engagement and communication is executed throughout the project. Plan and execute all communication and public engagement activities to educate and gather input from range of affected stakeholders.
b) Provide timely responses to public and stakeholder inquiries in accordance with agreed upon communication channels and messaging.

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c) Timely and frequent communication with key stakeholders of project progress and critical issues.
d) Participate as appropriate and directed in public and meetings of the Governing Body. Develop communication materials as needed.
e) During project development and design, incorporate plans to minimize impact on operations, customer services and staff during construction. Ensure that contract terms require contractors to deliver services in accordance with plans to minimize impacts on customer services, operations and staff.
f) Coordinate regularly throughout planning, development and construction with customer department staff to minimize impact on operations and ensure safe environment for customers and staff. Communicate regularly about project progress including holding regular in person coordination meetings.
g) Maintain awareness of and coordinate with other projects to manage cumulative impacts.
h) Identify and communicate risks and opportunities.

4) PROJECT PLANNING AND DESIGN

a) Assist with identification and pursuit of funding and partnerships to fulfill project goals.
b) Assist with capital project planning including but not limited to assessment, estimating, cataloging, space planning and master planning.
c) Research property ownership, plats, titles, easements, right-of-way, environmental, archeological or NEPA requirements and other related designations as appropriate.
d) Lead the planning and design process to ensure the final project meets goals, budget and schedule. Engage in and oversee value engineering, when appropriate.
e) Develop and maintain updated project schedule that shows milestones and critical path.
f) Identify and communicate opportunities to modify scope to realize economic, political and or operational advantage.

5) REPORTING AND DOCUMENTATION

a) Complete and update on a monthly basis the attached Project Status Report (EXHIBIT "A") to track the actual project progress with planned values.
b) Provide City with a monthly construction progress report regarding the work, cost and schedule as well as documentation of decisions, issues and resolutions throughout the project.
c) Organize all project documentation for easy accessibility by City staff.
d) Manage project closeout to include entering new facilities and systems into asset management software, addition to insurance policies, inclusion in fire and safety system monitoring, training of users and maintenance personnel, filing documentation, budget closeout, etc.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

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1) Successful, timely and cost effective completion of City capital infrastructure projects and initiatives.

2) Effective management of any type of infrastructure projects including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure.

3) Effectively manage any or all phases and aspects of projects including but not limited to project planning and development, procurement, contract approval, public engagement, Council/Committee processes, safety and regulatory compliance, land acquisition, contractor coordination and oversight, project status reporting, project scheduling, estimating, contract management, approving invoices and preparing and delivering public presentations and reports.

4) Oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One Million Dollars ($1,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Four Thousand Three Hundred Seventy-Five Dollars ($84,375.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Eighty-Four Thousand and Three Hundred Seventy-Five Dollars ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is

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requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

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12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

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16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance.

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

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25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
John Romero, P.E.
Engineering Division Director
Public Works Department
City of Santa Fe
500 Market St., Suite 200
Santa Fe, NM 87501
E-mail: jjromero1@santafenm.gov

To the Contractor:
Joe Cohen, President
Joe Cohen & Associates, Inc.
25 Ronnie Road
Santa Fe, NM 87508
E-mail: jcohen@cybermesa.com

27. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER
CITY MAYOR

DATE:_____

CONTRACTOR:

DocuSigned by:
Joseph Cohen
C4167[illegible]

JOE COHEN
PRESIDENT
DATE: 8/3/2020

CRS# 02233784009
Registration # 227956

DocuSign Envelope ID: D9DE0971-FE13-481D-B669-FE57C938B86D

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 27, 2020 10:48 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

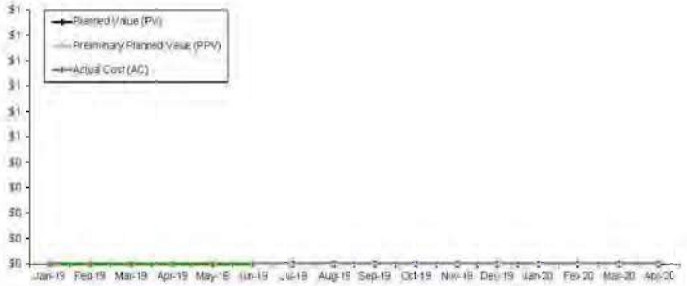
_____
Organization/ Object/ Project ID

DocuSign Envelope ID: D9DE0971-FE13-481D-B669-FE57C938B86D

EXHIBIT A: PROJECT STATUS REPORT

EXAMPLE PROJECT

Project Description:



1. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	3. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:
2. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	4. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:

5. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:

Planned Value (PV) or Budgeted Cost of Work Scheduled (BCWS)

Proj. #	Project Name	Total Budgeted Cost (BAC)	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
1		$0																								
2		$0																								
3		$0																								
4		$0																								
5		$0																								
6		$0																								
7		$0																								
8		$0																								
9		$0																								
Total Budgeted Cost		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cumulative Planned Value (PV)			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Preliminary Planned Value (PPV)			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Actual Cost and Earned Value

Cumulative Actual Cost (AC)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

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EXHIBIT B: UNIT RATE SCHEDULE AND FEE

Joe Cohen & Associates Incorporated

July 6, 2020

Romella Glorioso-Moss, Project Administrator
City of Santa Fe
Public Works – Roadway and Trails
500 Market Station, Suite 200
Santa Fe, New Mexico 87505

Re: Proposal for On Call Project Management/Owner Representative Services, RFP #'20/17/P

Dear Romella,

Per your request, following is an updated tabulation of my projected fee schedule for services provided under the above-mentioned Proposal:

Joe Cohen & Associates, Inc.
Proposal for On Call Project Management/Owner Representative Services, RFP #'20/17
Tabulation of Unit Rates and Fees

Description	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate
Project Manager (hourly)	140.00	140.00	147.00	154.35
Administrative Assistant (hourly)	40.00	40.00	42.00	44.10
Sub-Consultants	cost plus 10%	cost plus 10%	cost plus 10%	cost plus 10%
Other Direct Expenses	per Exhibit F	per Exhibit F	per Exhibit F	per Exhibit F

I have also attached an updated version of Exhibit F from the Proposal that contains the same information as the above table.

Please let me know if you have any questions on this.

Again, I very much look forward to working with you and the City.

Sincerely,

Joe Cohen, President

25 Ronnie Road • Santa Fe, New Mexico 87508 • 505/986-9750

DocuSign Envelope ID: D9DE0971-FE13-481D-B669-FE57C938B86D

EXHIBIT F: UNIT RATE SCHEDULE AND FEE

Complete and return with your proposal

Name of Proponent: Joe Cohen & Associates, Inc.

Address of Proponent: 25 Ronnie Road, Santa Fe, New Mexico 87508

Project Name:

Date of Proposal: July 6, 2020 (update)

LABOR (specify categories)	**Hourly Rate**
Project Manager - years 1 and 2	$140.00
Project Manager - year 3	$147.00
Project Manager - year 4	$154.35
SUBCONSULTANTS (if applicable)	at cost plus 10%
Administrative Assistant hourly rate - years 1 and 2	$40.00
Administrative Assistant hourly rate - year 3	$42.00
Administrative Assistant hourly rate - year 4	$44.10
DIRECT EXPENSES (Reimbursable)	**Unit Rate**
Mileage (per mile)	$0.57
Printing 8.5" x 11" 11" x 17"	B/W $0.10, color $0.20 B/W $1.00, color $2.00
Per Diem Actual documented cost not to exceed	$106/day lodging $61/day meals, etc.
Other Reimbursable Costs	at cost plus 10%

NOTE: The above unit rates are subject to New Mexico Gross Receipts Tax at the prevailing rate (currently 7.125%), as applicable to the City's purchase of services.

2020 07 27 Joe Cohen draft contract

Final Audit Report 2020-07-27

Created:	2020-07-27
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg0pM11AvLwl392-9oNdUlzxYWhEBL8nm

"2020 07 27 Joe Cohen draft contract" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-27 - 4:36:55 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-27 - 4:37:14 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-27 - 4:44:34 PM GMT- IP address: 23.103.200.254

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-27 - 4:48:02 PM GMT - Time Source: server- IP address: 75.161.241.164

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and rsglorioso-moss@santafenm.gov
2020-07-27 - 4:48:02 PM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: JOE COHEN & ASSOCIATES INC
DBA: JOE COHEN & ASSOCIATES INC

Business Location: 25 RONNIE RD
SANTA FE, NM 87508

CRS Number: 02233784009

Owner: JOSEPH & RONNIE COHEN

License Number: 227956

License Type: Business License - Renewable

Issued Date: July 17, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 31, 2020

Fees Paid: $10.00

JOE COHEN & ASSOCIATES INC
25 RONNIE RD
SANTA FE , NM 87508

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2020

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

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

PRODUCER	CONTACT NAME: CONRAD SCHOTT	
Zia Ins. Agency, Inc. / Capitol Ins. Services LLC 810 Calle Mejia Suite 106 Santa Fe NM 87501	PHONE (A/C, No, Ext): (505) 983-7329	FAX (A/C, No): (505) 986-6116
	E-MAIL ADDRESS: conrad@ziainsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : LLOYDS OF LONDON	
INSURED JOE COHEN & ASSOCIATES INC. 25 RONNIE ROAD SANTA FE NM 87508	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2022704708 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PSI0014145828	02/25/2020	02/25/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PSI0014145828	02/25/2020	02/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

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

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REQUEST FOR WAIVER OF INSURANCE

Date: July 10, 2020 **Division/department:** Engineering/Public Works

Project manager: Romella Glorioso-Moss **Phone:** (505) 955-6623

Requested for (contractor name): Joe Cohen, Inc.

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

X Workers compensation (Mandatory unless sole proprietor) ☐ **Other insurance**

Scope of services: To provide Project Management/Owner Representative Services to City of Santa Fe Public Works Department.

Why the request for waiver: The Contractor is a Sole Proprietor.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 4-yr contract; up to a max. of $800,000.

Is our standard contract being used:	X Yes	☐ No
Was the contractor asked if they carry insurance:	X Yes	☐ No
Is there construction/demolition:	X Yes	☐ No
Is there potential for bodily injury or property damage:	X Yes*	☐ No
Are crowds or children likely to be involved:	☐ Yes	X No
Will the contractor be working on site in the City:	X Yes	☐ No
Is the contractor a professional (licensed, certified):	X Yes	☐ No
Will the City rely on information to make future decisions:	X Yes	☐ No
Could poor, non-performance or the product cause loss:	X Yes	☐ No
Office of Risk Management recommendation:	☐ **Yes**	☐ **No**

Melanie Lovato

☑ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

Jarel Lapan-Hill, City Manager **Date**

NOTE: This Contract is for a Project Manager. If there will be injury at the construction site, the liability falls under the Construction Contractor; not with Project Manager.

EXHIBIT D

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Leroy Nicholas Pacheco, P.E.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide On-Call Project Management/Owner Representative Services for the City of Santa Fe including, but not limited to:

1) COMPLIANCE

a) Provide management of projects in compliance with City's processes, policies, rules, regulations and goals.
b) Ensure all work is performed safely and in accordance with all safety policies, procedures and regulations. Verify that contractors adhere to all safety policies, procedures and regulations.
c) Obtain or verify that contractors obtain all federal, state, and local regulatory approvals and permits including, but not limited to, planning and zoning, environmental remediation, historic preservation, accessibility, energy performance, etc.

2) PROCUREMENT AND CONTRACT ADMINISTRATION

a) Engage contractors as appropriate for planning, development, design, permitting and construction of the project, program or initiative.
b) Execute procurement, contracting, administration and oversight activities in accordance with all policies, rules, regulations, guidelines, direction and best practices.
c) Monitor, oversee and verify work by contractors, including verification of acceptance of any work included in monthly invoices.
d) Identify the need for any third party verification or testing and secure those services.

3) COMMUNICATION AND COORDINATION

a) Ensure that appropriate public engagement and communication is executed throughout the project. Plan and execute all communication and public engagement activities to educate and gather input from range of affected stakeholders.
b) Provide timely responses to public and stakeholder inquiries in accordance with agreed upon communication channels and messaging.

c) Timely and frequent communication with key stakeholders of project progress and critical issues.
d) Participate as appropriate and directed in public and meetings of the Governing Body. Develop communication materials as needed.
e) During project development and design, incorporate plans to minimize impact on operations, customer services and staff during construction. Ensure that contract terms require contractors to deliver services in accordance with plans to minimize impacts on customer services, operations and staff.
f) Coordinate regularly throughout planning, development and construction with customer department staff to minimize impact on operations and ensure safe environment for customers and staff. Communicate regularly about project progress including holding regular in person coordination meetings.
g) Maintain awareness of and coordinate with other projects to manage cumulative impacts.
h) Identify and communicate risks and opportunities.

4) PROJECT PLANNING AND DESIGN

a) Assist with identification and pursuit of funding and partnerships to fulfill project goals.
b) Assist with capital project planning including but not limited to assessment, estimating, cataloging, space planning and master planning.
c) Research property ownership, plats, titles, easements, right-of-way, environmental, archeological or NEPA requirements and other related designations as appropriate.
d) Lead the planning and design process to ensure the final project meets goals, budget and schedule. Engage in and oversee value engineering, when appropriate.
e) Develop and maintain updated project schedule that shows milestones and critical path.
f) Identify and communicate opportunities to modify scope to realize economic, political and or operational advantage.

5) REPORTING AND DOCUMENTATION

a) Complete and update on a monthly basis the attached Project Status Report (EXHIBIT "A") to track the actual project progress with planned values.
b) Provide City with a monthly construction progress report regarding the work, cost and schedule as well as documentation of decisions, issues and resolutions throughout the project.
c) Organize all project documentation for easy accessibility by City staff.
d) Manage project closeout to include entering new facilities and systems into asset management software, addition to insurance policies, inclusion in fire and safety system monitoring, training of users and maintenance personnel, filing documentation, budget closeout, etc.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Successful, timely and cost effective completion of City capital infrastructure projects and initiatives.

2) Effective management of any type of infrastructure projects including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure.

3) Effectively manage any or all phases and aspects of projects including but not limited to project planning and development, procurement, contract approval, public engagement, Council/Committee processes, safety and regulatory compliance, land acquisition, contractor coordination and oversight, project status reporting, project scheduling, estimating, contract management, approving invoices and preparing and delivering public presentations and reports.

4) Oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One Million Dollars ($1,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Four Thousand Three Hundred Seventy-Five Dollars ($84,375.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Eighty-Four Thousand and Three Hundred Seventy-Five Dollars ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is

requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance.

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
John Romero, P.E.
Engineering Division Director
Public Works Department
City of Santa Fe
500 Market St., Suite 200
Santa Fe, NM 87501
E-mail: jjromero1@santafenm.gov

To the Contractor:
Leroy Nicholas Pacheco, P.E.
313 Lomita Street
Santa Fe, NM 87505
E-mail: leroypacheco@mac.com

27. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER
CITY MAYOR
DATE:_____

CONTRACTOR:

Leroy N Pacheco
LEROY NICHOLAS PACHECO, P.E.
DATE: 7/29/20
CRS# 03-527825-00-0
Registration # 228087

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 29, 2020 11:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

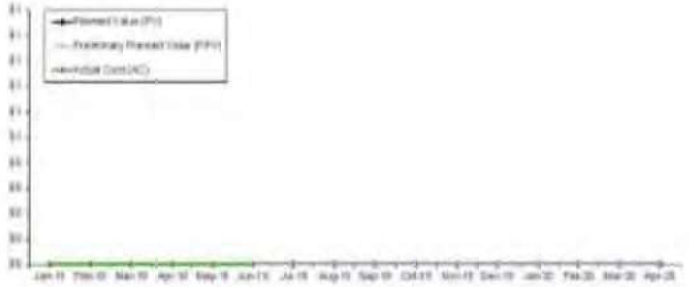
MARY MCCOY, FINANCE DIRECTOR

Organization/ Object/ Project ID

EXHIBIT A: PROJECT STATUS REPORT

EXAMPLE PROJECT

Project Description:



1. PROJECT NAME	2. PROJECT NAME	3. PROJECT NAME
Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:
5. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	6. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	

Planned Value (PV) or Budgeted Cost of Work Scheduled (BCWS)



Actual Cost and Earned Value

EXHIBIT B: UNIT RATE SCHEDULE

LABOR (Exclusive of NM Gross Receipts Taxes)				
Professional Engineer Hourly Rate	$130.00	$132.60	$135.25	$138.00
7% = Overhead rate (insurance, accounting, equipment, rent, supplies, telephone, utilities, etc.)	$9.10	$9.28	$9.47	$9.66
Total Labor Hourly Rate *(Note hourly rate to increase at 2% per year based upon CPI forecasts)	**$139.10**	**$141.88**	**$144.72**	**$147.66**

DIRECT EXPENSES (reimburible)*		Estimate	Estimate	Estimate
Mileage (@ federal mileage rate)	$0.00	$0.00	$0.00	$0.00
Printing (Negotiated at cost)	$0.00	$0.00	$0.00	$0.00
Per Diem (@ federal per diem rate)	$0.00	$0.00	$0.00	$0.00
Total direct expenses. *(Note - all direct expenses to be reimbursed at cost by City and negotiated and pre-approved for each task order)	**$0**	**$0**	**$0**	**$0**

Other Reimbursible Costs		Estimate	Estimate	Estimate
Vehicle Rental Reimbursed at cost by City and negotiated and pre-approved for each use per task order. Not anticipated to be necessary.	$0.00	$0.00	$0.00	$0.00
Total Other Reimbursable Costs. *(Note - other reimbursable expenses to be reimbursed at cost by City and negotiated and pre-approved for each task order)	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Leroy Nicholas Pacheco draft contract

Final Audit Report 2020-07-29

Created:	2020-07-27
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApse9YJJ7XJ9XZayYMx2LjCVuLQf7q2f6

"Leroy Nicholas Pacheco draft contract" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-27 - 9:05:55 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-27 - 9:06:24 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-27 - 9:10:35 PM GMT- IP address: 23.103.200.254

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-29 - 5:06:19 PM GMT - Time Source: server- IP address: 75.161.241.164

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), rsglorioso-moss@santafenm.gov and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-29 - 5:06:19 PM GMT

POWERED BY Adobe Sign

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

BUSINESS REGISTRATION

Business Name: LEROY NICHOLAS PACHECO PE
DBA: LEROY NICHOLAS PACHECO

Business Location: 313 LOMITA ST
SANTA FE , NM 87505

CRS Number: 03527825000

Owner: LEROY PACHECO

License Number: 228087

License Type: Business License - Renewable

Issued Date: August 04, 2020

Classification: Business Registration - Standard

Expiration Date: December 31, 2020

Fees Paid: $35.00

LEROY NICHOLAS PACHECO PE
313 LOMITA ST
SANTA FE , NM 87505

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2020

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

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

PRODUCER	CONTACT NAME:		
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hiscox Insurance Company Inc		10200
INSURED Leroy Pacheco 313 Lomita St Santa Fe, NM 87505	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Primary & Noncontributory GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	UDC-4531196-CGL-20	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			UDC-4531196-CGL-20	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							CGL HNOA Limit (per occurrence)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Santa Fe, their officials, officers, employees, and agents are additional insureds. Proponents Insurance is Primary, Waiver of Subrogation is included.

CERTIFICATE HOLDER

City of Santa Fe
PO BOX 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

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

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

PRODUCER	CONTACT NAME:		
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hiscox Insurance Company Inc		10200
INSURED Leroy Pacheco 313 Lomita St Santa Fe, NM 87505	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		UDC-4531196-EO-20	07/01/2020	07/01/2021	Each Claim: Aggregate:	$ 1,000,000 $ 1,000,000

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

City of Santa Fe, their officials, officers, employees, and agents are additional insureds. Proponents Insurance is Primary, Waiver of Subrogation is included.

CERTIFICATE HOLDER

City of Santa Fe
PO BOX 909
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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REQUEST FOR WAIVER OF INSURANCE

Date: July 10, 2020 **Division/department:** Engineering/Public Works

Project manager: Romella Glorioso-Moss **Phone:** (505) 955-6623

Requested for (contractor name): Leroy Nicholas Pacheco, P.E.

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

X Workers compensation (Mandatory unless sole proprietor) ☐ **Other insurance**

Scope of services: To provide Project Management/Owner Representative Services to City of Santa Fe Public Works Department.

Why the request for waiver: The Contractor is a Sole Proprietor.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 4-yr contract; up to a max. of $800,000.

Is our standard contract being used:	X Yes	☐ No
Was the contractor asked if they carry insurance:	X Yes	☐ No
Is there construction/demolition:	X Yes	☐ No
Is there potential for bodily injury or property damage:	X Yes*	☐ No
Are crowds or children likely to be involved:	☐ Yes	X No
Will the contractor be working on site in the City:	X Yes	☐ No
Is the contractor a professional (licensed, certified):	X Yes	☐ No
Will the City rely on information to make future decisions:	X Yes	☐ No
Could poor, non-performance or the product cause loss:	X Yes	☐ No
Office of Risk Management recommendation:	☐ **Yes**	☐ **No**

Melanie Lovato

☑ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

Jarel Lapan-Hill, City Manager **Date**

NOTE: This Contract is for a Project Manager. If there will be injury at the construction site, the liability falls under the Construction Contractor; not with Project Manager.

EXHIBIT E

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Motiva Corporation**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide On-Call Project Management/Owner Representative Services for the City of Santa Fe including, but not limited to:

1) COMPLIANCE

a) Provide management of projects in compliance with City's processes, policies, rules, regulations and goals.
b) Ensure all work is performed safely and in accordance with all safety policies, procedures and regulations. Verify that contractors adhere to all safety policies, procedures and regulations.
c) Obtain or verify that contractors obtain all federal, state, and local regulatory approvals and permits including, but not limited to, planning and zoning, environmental remediation, historic preservation, accessibility, energy performance, etc.

2) PROCUREMENT AND CONTRACT ADMINISTRATION

a) Engage contractors as appropriate for planning, development, design, permitting and construction of the project, program or initiative.
b) Execute procurement, contracting, administration and oversight activities in accordance with all policies, rules, regulations, guidelines, direction and best practices.
c) Monitor, oversee and verify work by contractors, including verification of acceptance of any work included in monthly invoices.
d) Identify the need for any third party verification or testing and secure those services.

3) COMMUNICATION AND COORDINATION

a) Ensure that appropriate public engagement and communication is executed throughout the project. Plan and execute all communication and public engagement activities to educate and gather input from range of affected stakeholders.
b) Provide timely responses to public and stakeholder inquiries in accordance with agreed upon communication channels and messaging.
c) Timely and frequent communication with key stakeholders of project progress and critical issues.

d) Participate as appropriate and directed in public and meetings of the Governing Body. Develop communication materials as needed.
e) During project development and design, incorporate plans to minimize impact on operations, customer services and staff during construction. Ensure that contract terms require contractors to deliver services in accordance with plans to minimize impacts on customer services, operations and staff.
f) Coordinate regularly throughout planning, development and construction with customer department staff to minimize impact on operations and ensure safe environment for customers and staff. Communicate regularly about project progress including holding regular in person coordination meetings.
g) Maintain awareness of and coordinate with other projects to manage cumulative impacts.
h) Identify and communicate risks and opportunities.

4) PROJECT PLANNING AND DESIGN

a) Assist with identification and pursuit of funding and partnerships to fulfill project goals.
b) Assist with capital project planning including but not limited to assessment, estimating, cataloging, space planning and master planning.
c) Research property ownership, plats, titles, easements, right-of-way, environmental, archeological or NEPA requirements and other related designations as appropriate.
d) Lead the planning and design process to ensure the final project meets goals, budget and schedule. Engage in and oversee value engineering, when appropriate.
e) Develop and maintain updated project schedule that shows milestones and critical path.
f) Identify and communicate opportunities to modify scope to realize economic, political and or operational advantage.

5) REPORTING AND DOCUMENTATION

a) Complete and update on a monthly basis the attached Project Status Report (EXHIBIT "A") to track the actual project progress with planned values.
b) Provide City with a monthly construction progress report regarding the work, cost and schedule as well as documentation of decisions, issues and resolutions throughout the project.
c) Organize all project documentation for easy accessibility by City staff.
d) Manage project closeout to include entering new facilities and systems into asset management software, addition to insurance policies, inclusion in fire and safety system monitoring, training of users and maintenance personnel, filing documentation, budget closeout, etc.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Successful, timely and cost effective completion of City capital infrastructure projects and initiatives.

2) Effective management of any type of infrastructure projects including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure.

3) Effectively manage any or all phases and aspects of projects including but not limited to project planning and development, procurement, contract approval, public engagement, Council/Committee processes, safety and regulatory compliance, land acquisition, contractor coordination and oversight, project status reporting, project scheduling, estimating, contract management, approving invoices and preparing and delivering public presentations and reports.

4) Oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One Million Dollars ($1,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Four Thousand Three Hundred Seventy-Five Dollars ($84,375.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Eighty-Four Thousand and Three Hundred Seventy-Five Dollars ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to

the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate

immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance.

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
John Romero, P.E.
Engineering Division Director
Public Works Department
City of Santa Fe
500 Market St., Suite 200
Santa Fe, NM 87501
E-mail: jjromero1@santafenm.gov

To the Contractor:
Krista Kelley
Chief Executive Officer
Motiva Corporation
306 Plaza Consuelo
Bernalillo, NM 87004
E-mail: kkelley@motivacorp.com

27. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER
CITY MAYOR

DATE:_____

CONTRACTOR:

_____
KRISTA KELLEY
CHIEF EXECUTIVE OFFICER
DATE: 7/28/20

CRS# 03209786007
Registration # 227928

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 27, 2020 10:44 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

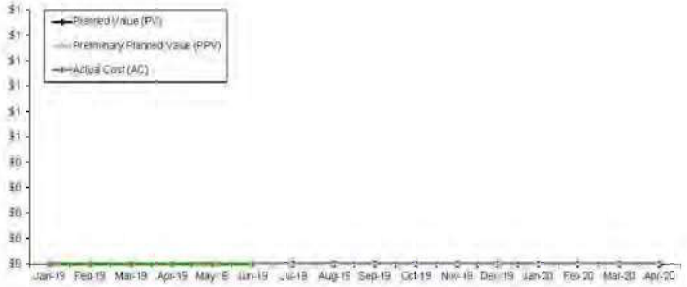
_____
MARY MCCOY, FINANCE DIRECTOR

_____
Organization/ Object/ Project ID

EXHIBIT A: PROJECT STATUS REPORT

EXAMPLE PROJECT

Project Description:



1. PROJECT NAME	3. PROJECT NAME	5. PROJECT NAME
Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:
2. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	4. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s) Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	

Planned Value (PV) or Budgeted Cost of Work Scheduled (BCWS)

Proj. #	Project Name	Total Budgeted Cost (TBC)	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
1		$0																								
2		$0																								
3		$0																								
4		$0																								
5		$0																								
6		$0																								
7		$0																								
8		$0																								
9		$0																								
	Total Budgeted Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Cumulative Planned Value (PV)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Preliminary Planned Value (PPV)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Actual Cost and Earned Value

	Cumulative Actual Cost (AC)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

EXHIBIT B: UNIT RATE SCHEDULE AND FEE

Fee Proposal
RFP# 20/17/P

Motiva Corporation

LABOR	YEAR 1 Hourly Rate	YEAR 2 Hourly Rate	YEAR 3 Hourly Rate	YEAR 4 Hourly Rate
Principal/Owner Representative	$ 210	$ 216	$ 223	$ 229
Manager/Owner Representative	$ 175	$ 180	$ 186	$ 191
Project Manager I	$ 77	$ 79	$ 82	$ 84
Project Manager II	$ 77	$ 79	$ 82	$ 84

***hourly rate exclusive of NMGRT*

2020 07 27 Motiva draft contract

Final Audit Report 2020-07-27

Created:	2020-07-27
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfotGDkMkdeg_o7hNElHgqp6v_eBtE_05

"2020 07 27 Motiva draft contract" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-27 - 4:35:25 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-27 - 4:36:34 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-27 - 4:43:29 PM GMT- IP address: 23.103.200.254

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-27 - 4:44:06 PM GMT - Time Source: server- IP address: 75.161.241.164

Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov), Irene Romero (ikromero@ci.santa-fe.nm.us) and rsglorioso-moss@santafenm.gov
2020-07-27 - 4:44:06 PM GMT

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: MOTIVA CORPORATION
DBA: MOTIVA CORPORATION

Business Location: 306 PLAZA CONSUELO
BERNALILLO, NM 87004

CRS Number: 03209786007

Owner: KRISTA KELLEY

License Number: 227928

License Type: Business License - Renewable

Issued Date: July 15, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

MOTIVA CORPORATION
306 PLAZA CONSUELO
BERNALILLO, NM 87004

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2020

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

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

PRODUCER	CONTACT NAME: Jake Garcia	
StateFarm Jake Garcia 180 E Highway 550 Suite E Bernalillo, NM 87004	PHONE (A/C, No, Ext): 505-588-2923	FAX (A/C, No):
	E-MAIL ADDRESS: jake@jakenewmexicosf.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Fire and Casualty Company	25143
INSURED Motiva Corporation & Krista Kelley 306 Plaza Consuelo Bernalillo, NM 87004	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		91BRG7510	01/23/2020	01/23/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
X	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X		31-3433	07/09/2020	07/09/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insured:
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Binder for State Farm Automobile Insurance

Applicant
KRISTA KELLEY
306 PLAZA CONSUELO
BERNALILLO, NM 87004-6619

Agent
GARCIA, JACOB R
180 E HIGHWAY 550 STE E
BERNALILLO, NM 87004-6255
(505) 588-2923

Vehicle
Year: 2015
Make: LEXUS
Model: GX 460
Bodystyle: 4WD 4D 4WD 4D
VIN: JTJBM7FX3F5091977
Customized: No

Lienholder
SANDIA AREA FEDERAL CREDIT UNION
8000 PALOMAS AVE NE
ALBUQUERQUE, NM 87109-5200

The premium shown below must be in compliance with the Company's rules and rates and is subject to revision.

Coverage Applied for:	Limits	Semi-Annual Premium
BODILY INJURY AND PROPERTY DAMAGE LIABILITY	1M/1M/1M	$310.27
MEDICAL PAYMENTS COVERAGE	$10000	$14.63
COMPREHENSIVE NO DEDUCTIBLE		$131.71
COLLISION $500 DEDUCTIBLE		$150.25
EMERGENCY ROAD SERVICE		$1.91
CAR RENTAL/TRAVEL EXPENSES	80%/DAY, $1500 MAX	$10.71
UNINSURED/UNKNOWN MOTORIST $250 DED ON PD	100/300/50 *	$129.56
NON-OWNED CAR - BROAD FORM		$7.00
	Total	$756.04
	Total of 6 month premium	$756.04
	Payment received	SFPP
* Denotes thousands	**Balance due**	SFPP

KELLEY,KRISTA **2015 LEXUS GX 460 4WD 4D 4WD 4D**

Binder Effective Date: July 09, 2020

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, hereby binds coverage for the insurance applied for as of the requested effective date for a period of 60 days from such date, subject to all the terms and conditions of the applicable policy and endorsements in current use by such Company. Coverage under this binder will terminate (1) when the Declarations Page of a policy is issued to you or (2) when canceled in accordance with law.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

By submission of this application, you agree that: (1) you have read this application, (2) your statements on this application are correct, (3) statements made on any other applications on this date for automobile insurance with this company are correct and are made part of this application, (4) you are the sole owner of the described vehicle except as otherwise stated, and (5) the limits and coverages were selected by you. **IT IS FURTHER UNDERSTOOD AND AGREED THAT NO INSURANCE IS EFFECTIVE UNDER THIS AGREEMENT (A) UNLESS THE BINDER IS COMPLETED DESIGNATING THE COMPANY ACCEPTING THIS APPLICATION OR (B) UNTIL THE DATE THE POLICY OR BINDER IS ISSUED BY THE COMPANY ACCEPTING THIS APPLICATION.**

Consumer reports, including credit and insurance loss history reports, may be ordered in conjunction with this application to help determine your eligibility for insurance and the price you are charged. In addition, consumer reports may be used to determine the price you are charged at renewal. We may also obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score. A brochure explaining how State Farm uses consumer reports is available upon your request. For additional information, please contact your State Farm agent.

ECHO App # 31 -3433-L38 App date and time: 07/09/2020 03:05 PM

REQUEST FOR WAIVER OF INSURANCE

Date: July 10, 2020 **Division/department:** Engineering/Public Works

Project manager: Romella Glorioso-Moss **Phone:** (505) 955-6623

Requested for (contractor name): Motiva Corporation

☐ **General liability** ☐ **Auto liability** ☐ **Professional liability**

X Workers compensation (Mandatory unless sole proprietor) ☐ **Other insurance**

Scope of services: To provide Project Management/Owner Representative Services to City of Santa Fe Public Works Department.

Why the request for waiver: The Contractor is a Sole Proprietor.

Division evaluation of risk:

What is the term and annual dollar amount of the contract: 4-yr contract; up to a max. of $800,000.

Is our standard contract being used:	X Yes	☐ No
Was the contractor asked if they carry insurance:	X Yes	☐ No
Is there construction/demolition:	X Yes	☐ No
Is there potential for bodily injury or property damage:	X Yes*	☐ No
Are crowds or children likely to be involved:	☐ Yes	X No
Will the contractor be working on site in the City:	X Yes	☐ No
Is the contractor a professional (licensed, certified):	X Yes	☐ No
Will the City rely on information to make future decisions:	X Yes	☐ No
Could poor, non-performance or the product cause loss:	X Yes	☐ No
Office of Risk Management recommendation:	☐ **Yes**	☐ **No**

Melanie Lovato

☑ **Insurance Waiver Approved** ☐ **Insurance Waiver Not Approved**

Jarel Lapan-Hill, City Manager **Date**

NOTE: This Contract is for a Project Manager. If there will be injury at the construction site, the liability falls under the Construction Contractor; not with Project Manager.

EXHIBIT F

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NV5, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide On-Call Project Management/Owner Representative Services for the City of Santa Fe including, but not limited to:

1) COMPLIANCE

a) Provide management of projects in compliance with City's processes, policies, rules, regulations and goals.
b) Ensure all work is performed safely and in accordance with all safety policies, procedures and regulations. Verify that contractors adhere to all safety policies, procedures and regulations.
c) Obtain or verify that contractors obtain all federal, state, and local regulatory approvals and permits including, but not limited to, planning and zoning, environmental remediation, historic preservation, accessibility, energy performance, etc.

2) PROCUREMENT AND CONTRACT ADMINISTRATION

a) Engage contractors as appropriate for planning, development, design, permitting and construction of the project, program or initiative.
b) Execute procurement, contracting, administration and oversight activities in accordance with all policies, rules, regulations, guidelines, direction and best practices.
c) Monitor, oversee and verify work by contractors, including verification of acceptance of any work included in monthly invoices.
d) Identify the need for any third party verification or testing and secure those services.

3. COMMUNICATION AND COORDINATION

a) Ensure that appropriate public engagement and communication is executed throughout the project. Plan and execute all communication and public engagement activities to educate and gather input from range of affected stakeholders.
b) Provide timely responses to public and stakeholder inquiries in accordance with agreed upon communication channels and messaging.
c) Timely and frequent communication with key stakeholders of project progress and critical issues.

d) Participate as appropriate and directed in public and meetings of the Governing Body. Develop communication materials as needed.
e) During project development and design, incorporate plans to minimize impact on operations, customer services and staff during construction. Ensure that contract terms require contractors to deliver services in accordance with plans to minimize impacts on customer services, operations and staff.
f) Coordinate regularly throughout planning, development and construction with customer department staff to minimize impact on operations and ensure safe environment for customers and staff. Communicate regularly about project progress including holding regular in person coordination meetings.
g) Maintain awareness of and coordinate with other projects to manage cumulative impacts.
h) Identify and communicate risks and opportunities.

4) PROJECT PLANNING AND DESIGN

a) Assist with identification and pursuit of funding and partnerships to fulfill project goals.
b) Assist with capital project planning including but not limited to assessment, estimating, cataloging, space planning and master planning.
c) Research property ownership, plats, titles, easements, right-of-way, environmental, archeological or NEPA requirements and other related designations as appropriate.
d) Lead the planning and design process to ensure the final project meets goals, budget and schedule. Engage in and oversee value engineering, when appropriate.
e) Develop and maintain updated project schedule that shows milestones and critical path.
f) Identify and communicate opportunities to modify scope to realize economic, political and or operational advantage.

5) REPORTING AND DOCUMENTATION

a) Complete and update on a monthly basis the attached Project Status Report (EXHIBIT "A") to track the actual project progress with planned values.
b) Provide City with a monthly construction progress report regarding the work, cost and schedule as well as documentation of decisions, issues and resolutions throughout the project.
c) Organize all project documentation for easy accessibility by City staff.
d) Manage project closeout to include entering new facilities and systems into asset management software, addition to insurance policies, inclusion in fire and safety system monitoring, training of users and maintenance personnel, filing documentation, budget closeout, etc.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Successful, timely and cost effective completion of City capital infrastructure projects and initiatives.

2) Effective management of any type of infrastructure projects including but not limited to planning, development, design, repair and/or construction of roads, sidewalks, trails, storm water and drainage infrastructure, facilities, parks, utilities and all types of infrastructure.

3) Effectively manage any or all phases and aspects of projects including but not limited to project planning and development, procurement, contract approval, public engagement, Council/Committee processes, safety and regulatory compliance, land acquisition, contractor coordination and oversight, project status reporting, project scheduling, estimating, contract management, approving invoices and preparing and delivering public presentations and reports.

4) Oversee multiple projects at one time and efficiently perform owner representative role and coordinate successfully the work of other project managers.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, a sum not to exceed One Million Dollars ($1,000,000.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling Eighty-Four Thousand Three Hundred Seventy-Five Dollars ($84,375.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Eighty-Four Thousand and Three Hundred Seventy-Five Dollars ($1,084,375.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred in accordance with the Unit Rate Schedule, as described in EXHIBIT "B", attached hereto and made a part thereof. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to

the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate

immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance.

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
John Romero, P.E.
Engineering Division Director
Public Works Department
City of Santa Fe
500 Market St., Suite 200
Santa Fe, NM 87501
E-mail: jjromero1@santafenm.gov

To the Contractor:
John Bills, LEED®AP
Senior Vice President
NV5, Inc.
2650 18th Street, Suite 202
Denver, CO 80211
E-mail: John.Bills@nv5.com

27. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER
CITY MAYOR
DATE:_____

CONTRACTOR:

John C Bills
JOHN BILLS, LEED® AP
Senior Vice President
DATE: 9/8/2020
CRS# 03-326654-00-09
Registration # 228014

ATTEST:

_____
YOLANDA Y. VIGIL
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 27, 2020 15:10 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

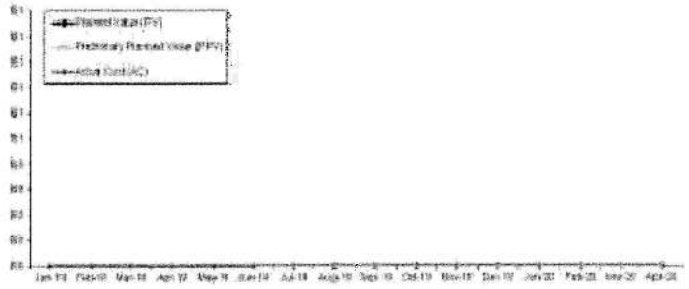
_____
MARY MCCOY, FINANCE DIRECTOR

_____
Organization/ Object/ Project ID

EXHIBIT A: PROJECT STATUS REPORT

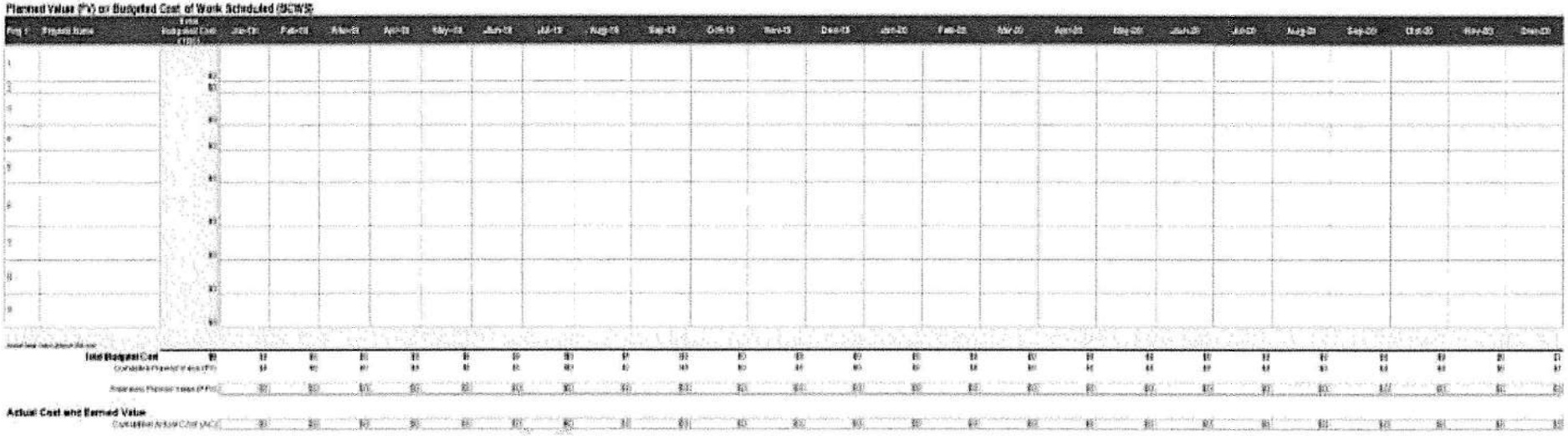
EXAMPLE PROJECT

Project Description:



1. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	2. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:
3. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:	4. PROJECT NAME Project Budget: Start Date: Anticipated Completion: Contractor(s): Date of Contract: Milestones Accomplished: Change Orders: Project Administrator:

Planned Value (PV) or Budgeted Cost of Work Scheduled (BCWS)



Actual Cost and Earned Value

EXHIBIT B: UNIT RATE SCHEDULE

NV5

		Year 1	Year 2	Year 3	Year 4
Project Management / Owner's Representative					
PM1	Admin Support	80.00	82.40	84.87	87.42
PM2	Assistant Project Manager	105.00	108.15	111.39	114.74
PM3	Project Manager I	125.00	128.75	132.61	136.59
PM4	Project Manager II	140.00	144.20	148.53	152.98
PM5	Senior Project Manager	160.00	164.80	169.74	174.84
PM6	Project Director	180.00	185.40	190.96	196.69
PM7	Scheduler	120.00	123.60	127.31	131.13
PM8	Senior Scheduler	145.00	149.35	153.83	158.45
PM9	Cost Estimator	125.00	128.75	132.61	136.59
PM10	Senior Cost Estimator	150.00	154.50	159.14	163.91
PM11	Principal	210.00	216.30	222.79	229.47
Civil Professionals					
P1	Design Professional I	82.00	84.46	86.99	89.60
P2	Design Professional II	90.00	92.70	95.48	98.35
P3	Staff Professional	100.00	103.00	106.09	109.27
P4	Staff Engineer	116.00	119.48	123.06	126.76
P5	Project Engineer	132.00	135.96	140.04	144.24
P6	Senior Project Engineer	152.00	156.56	161.26	166.09
P7	Senior Engineer	170.00	175.10	180.35	185.76
P8	Principal Engineer	192.00	197.76	203.69	209.80
P9	Division Manager	212.00	218.36	224.91	231.66
Mechanical/Electrical Professionals					
M1	Design M/E Professional I	90.00	92.70	95.48	98.35
M2	Design M/E Professional II	98.00	100.94	103.97	107.09
M3	Staff M/E Professional	110.00	113.30	116.70	120.20
M4	Staff M/E Engineer	126.00	129.78	133.67	137.68
M5	Project M/E Engineer	146.00	150.38	154.89	159.54
M6	Senior M/E Project Engineer	168.00	173.04	178.23	183.58
M7	Senior M/E Engineer	188.00	193.64	199.45	205.43
M8	Principal M/E Engineer	212.00	218.36	224.91	231.66
M9	Division Manager	232.00	238.96	246.13	253.51

Architecture Professionals

A1	Architectural Staff Intern 1	70.00	72.10	74.26	76.49
A2	Architectural Staff Intern 2	80.00	82.40	84.87	87.42
A3	Architectural Staff Intern 3	90.00	92.70	95.48	98.35
A4	Architect 1	106.00	109.18	112.46	115.83
A5	Architect 2	120.00	123.60	127.31	131.13
A6	Architect Sr	140.00	144.20	148.53	152.98
A7	Architect Principal	160.00	164.80	169.74	174.84
A8	Architect Sr Principal	184.00	189.52	195.21	201.06
A9	Division Manager	202.00	208.06	214.30	220.73

		Year 1	Year 2	Year 3	Year 4
Project Manager					
X1	Project Manager 1	140.00	144.20	148.53	152.98
X2	Project Manager 2	160.00	164.80	169.74	174.84
X3	Project Manager 3	180.00	185.40	190.96	196.69
X4	Project Manager 4	202.00	208.06	214.30	220.73

Technicians

T1	Technical, Designer	46.00	47.38	48.80	50.27
T2	Technical, Staff	66.00	67.98	70.02	72.12
T3	Technical, Project	80.00	82.40	84.87	87.42
T4	Technical, Senior	102.00	105.06	108.21	111.46
T5	Field Rep-Inspector Sr	118.00	121.54	125.19	128.94
Survey					
T1	Survey Field Technician 1	46.00	47.38	48.80	50.27
T2	Survey Field Technician 2	66.00	67.98	70.02	72.12
T3	Survey Office Technician 3	80.00	82.40	84.87	87.42
T4	Survey Party Chief 1	102.00	105.06	108.21	111.46
T5	Survey Party Chief 2	118.00	121.54	125.19	128.94
X2	Director, Surveying/Mapping 2	160.00	164.80	169.74	174.84
Administrative Salary		-			
B1	HR / Acct /Marketing Manager	86.00	88.58	91.24	93.97
B2	Sr. HR / Acct Manager	94.00	96.82	99.72	102.72
B4	Asst Controllers / Contract Reps	124.00	127.72	131.55	135.50
B5	Project Managers	144.00	148.32	152.77	157.35
B6	Controller	164.00	168.92	173.99	179.21
Administrative Hourly		-			
C1	Entry Level	42.00	43.26	44.56	45.89
C2	Receptionist, Acct/HR Asst.	54.00	55.62	57.29	59.01
C3	HR / Acct Coordinator / Div Admin I	62.00	63.86	65.78	67.75
C4	HR / Acct Coordinator / Div Admin II	80.00	82.40	84.87	87.42
C5	Sr. IT / HR / Acct Coordinator / Div Admin	94.00	96.82	99.72	102.72

Direct Costs

Printing				
8.5x11 Black and White	0.10	0.10	0.10	0.10
8.5x11 Color	1.00	1.00	1.00	1.00
11x17 Black and White	0.20	0.20	0.20	0.20
11x17 Color	2.00	2.00	2.00	2.00
Plotting (per SF)	1.50	1.50	1.50	1.50
Mileage	IRS Rate	IRS Rate	IRS Rate	IRS Rate

2020 07 27 NV5draft contract

Final Audit Report 2020-07-27

Created:	2020-07-27
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKt4L63IDWHFTLPqj62DkD3DXlfPMp8Vv

"2020 07 27 NV5draft contract" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-07-27 - 9:02:17 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-07-27 - 9:02:44 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-27 - 9:03:11 PM GMT- IP address: 23.103.200.254

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-07-27 - 9:10:02 PM GMT - Time Source: server- IP address: 75.161.241.164

Signed document emailed to rsglorioso-moss@santafenm.gov, Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-07-27 - 9:10:02 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If 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 Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 619-744-0574 **FAX (A/C, No):** 619-234-8601 **E-MAIL ADDRESS:** certificates@cavignac.com
INSURED NV5INC0-01 NV5, Inc. 2650 18th Street, Suite 202 Denver, CO 80211	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Valley Forge Insurance Company — 20508 **INSURER B :** Continental Insurance Company — 35289 **INSURER C :** National Fire Ins. Hartford — 20478 **INSURER D :** Berkley Insurance Company — 32603 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1554169347 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X Cross Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6057040530	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	6057040575	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			CUE6076054554	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC657040561	5/1/2020	5/1/2021	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
D	Professional Liability			AEC903639504	5/1/2020	5/1/2021	Each Claim Aggregate	$10,000,000 $20,000,000

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

RE: On-call Project Management/ Owner Representative Services for the City of Santa Fe, NM.

Additional Insured coverage applies to General Liability and Automobile Liability for the City of Santa Fe, New Mexico per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply).

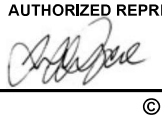
CERTIFICATE HOLDER

City of Santa Fe, New Mexico
500 Market Station, Suite 200
Santa Fe NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
AS REQUIRED BY CONTRACT

1. Paragraph **A.1. Who Is An Insured** of Section **II** – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.

b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.

c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:

(1) Required by the "written contract"; or

(2) Afforded to you under this policy.

3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV –** BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;

c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

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All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

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With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part.** However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

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.

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This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. [ ] Specific Waiver

   [X] Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations
3. Premium:

   The premium charge for this endorsement shall be Waiver of Subrogation Percent of Premium percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Waiver of Subrogation Advance Premium

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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EXHIBIT G

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Joe Cohen & Assocs., Leroy Nicholas Pacheco, Motiva Corp., NV5, Inc.,

Procurement Title: On-call Project Management & Owner Representative Services

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 Public Works Staff Name Romella Glorioso-Moss, AICP

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:

Romella Glorioso-Moss — Projects Administrator — 9/15/2020

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

Fran Dunaway (Sep 17, 2020 11:03 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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Joe Cohen & Assocs., Leroy Nicholas Pacheco, Motiva Corp., NV5 Inc.**

Description: **To provide Project Management/ Owner Representative Services to the City of Santa Fe not to exceed $1M per contract excluding NMGRT.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **TBD** Term End Date: **12/31/2024**

[☑] Approved by Council Date: _____

Contract / Lease: **Professional Services Contract**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Jim Dunaway
Fran Dunaway (Sep 17, 2020 11:03 MDT)

Purchasing Officer Review: Sep 17, 2020 Date:

Comment & Exceptions: Processed as RFP -Multiple Award

4. **Funding Source:** **Various** **Org / Object:** **Various**

Alexis Lotero
Alexis Lotero (Sep 17, 2020 09:09 MDT)

Budget Officer Approval: Sep 17, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
memo

Date: **July 1, 2020**

To: **Jarel La Pan Hill, City Manager**

Via: Kyra Ochoa
Kyra Ochoa (Jul 20, 2020 08:40 MDT)
Kyra R. Ochoa, Community Services Dept. Director

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

RE: **North Central New Mexico Economic Development District – Non Metro Area Agency on Aging – Nutrition Services Incentive Program (NSIP) Contract NO. 60026 (MUNIS Contract# 3201993)**

Item an Issue:
Attached for your review and approval is MUNIS Project #SSD212401-NSIP 2021, North Central New Mexico Economic Development District, Non Metro Area Agency on Aging (AAA) Nutrition Service Incentive Program Contract # 60026 in the amount of **$111,126.00.**

Background and Summary:
The Nutrition Service Incentive Program funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program. The contract funds represent cash payment to the City of Santa Fe for Fiscal Year 2021. Furthermore, this grant is funded at 100% Federal dollars which will subsidize the City's general fund account for its intended purpose.

Recommended Action:
For your review and approval.

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

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

Procurement Title: Nutrition Incentive Program (NSIP)

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Community/Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid — Project Administrator — 07/13/20

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

Fran Dunaway (Jul 24, 2020 13:58 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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201993**

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

Description: **NCNMEDD Non-Metro AAA Nutrition Service Incentive Program. Grant award in the amount of $111,126.00. Procurement method utilized will be under the State Price agreement for Sysco, Ben E. Keith, Shamrock, and Labatt under CES Price agreement.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2020** Term End Date: **06/31/2021**

☐ Approved by Council Date: _____

Contract / Lease: 60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Purchasing Officer Review: [signature] Date: 7/24/20

Comment & Exceptions: _____

4. **Funding Source: Federal Funds** **Org / Object: 2410114/490715**

Budget Officer Approval: Alexis Lotero Date: 7/24/20

Comment & Exceptions: _____

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

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # (Finance use only):	
Journal # (Finance use only):	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
Community Services/Senior Services					7/14/2020
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Food	2410114	530400	SSD2124101	111,126	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Nutrition Incentive Program (NSIP)	2410114	490715	SSD2124101	(111,126)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
The Nutrition Service Incentive Program Grant funds will be used to purchase raw food supplies for meal preperation for eligible senior citizens participating in our meal program.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance (Increase)/(Decrease)
TOTAL:	0

Anya Alarid 7/14/2020
Prepared By (print name) Date

Division Director Signature (optional) Date

7/16/20
Department Director Signature Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

Andy Hopkins
Digitally signed by Andy Hopkins
Date: 2020.09.14 11:30:05 -06'00'

Contract No. 60026

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUBRECIPIENT CONTRACTOR SUB-AWARD

This Agreement is made and entered into this 1st day of July 2020, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and **City of Santa Fe,** hereinafter referred to as the "Subrecipient Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Subrecipient Contractor will:

A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.

B. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation.

C. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods.

D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state New Mexico Environment Department (MED) requirements.

E. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.

F. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-Cl and C2 and other cash used for raw food).

G. Report monthly to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.

1. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) work-day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by close of business on the next business day.
2. Submit supporting backup documentation (receipts) per the month that the NSIP funding is requested per the timelines established in item F.1.

H. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.

I. Allow the Agency to monitor periodically the Subrecipient Contractor's fiscal

accountability of NSIP.

J. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of 0MB Circular No. A 1 10; Uniform Policies). Moreover, the Subrecipient Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

K. Ensure eligible participants are assessed and registered in SAMS.

L. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established bythe Food and Nutrition Board of the Institute of Medicine of the National Academyof Sciences and complies with the most recent Dietary Guidelines for Americans,published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals –Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

M. As recommended by the Agency, these funds be expended prior to Title III-C funds and/or state funds.

2. <u>Compensation</u>

A. The total amount payable to the Subrecipient Contractor under this Agreement shall not exceed **$111,126.00** for eligible meals served during the period July 1,2020 through June 30,2021 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Subrecipient Contractor.

3. <u>Gross Receipts Tax</u>

Not applicable. Tax exempt.

4. <u>Term</u>

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2021, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurredfor performance or failure to perform prior to the date of termination. This Agreementmay be terminated immediately upon written notice to the Subrecipient Contractor if the Subrecipient Contractorbecomes unable to perform the services contracted for, as determined by the Agency, orif, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees oragents, is indicted for fraud, embezzlement or other crime due to misuse of state funds ordue to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with anyof the terms contained herein or is in breach of this Agreement. This provision is notexclusive and does not waive the Agency's other legal rights and remedies caused by theSubrecipient Contractor's default or breach of this Agreement. This Agreement also may beterminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

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

6. **Status of Subrecipient Contractor**

The Subrecipient Contractor, his agents and employees, are independent Subrecipient Contractors performing servicesfor the Agency and are not employees of the Agency. The Subrecipient Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

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

8. **Subcontracting**

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

9. **Records and Audit**

A. The Subrecipient Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long-Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both beforeand after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.

B. The Subrecipient Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2020 to June 30, 2021. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompassthe following provisions.

1. The Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(l), which streamlineseight different grant circulars into one set. A fair allocation of the audit costsmay be charged to both federal and state funds under this Agreement. A copyof the complete report package as required to be submitted by A-133 to thedesignated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses foreach separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-II,Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requiresthe inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementarysection of the audit report .
2. Governmental type vendors/Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required bythe State Auditor, only a fair allocation of state funds within this Agreementmay be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federaltitle or program (Title IIIB, Title IIIC-1, Title IIIC-II, Title IIID, Title IIIE,NSIP, etc.) which facilitates a reconciliation of these audited costs to the finalreport. The NCNMEDD Non-Metro AAA further requires the inclusion of thefinal units of services provided and final number of persons served by thisAgreement. This information may be included within the supplementarysection of the audit report.

3. Non-governmental vendors/Subrecipient Contractors expending between $25,000 in federaland state funds combined less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), whichfacilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further

requires the inclusion of the final unitsof services provided and final number of persons served by this agreement.This information may be included within the supplementary section of theaudit report.

4. For those Subrecipient Contractors/vendors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based oninformation required by the Non-Metro AAA such as financial reports (trialbalances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. Fornon-governmental entities, the audit report is due four (4) months after the endof the entity's fiscal year.
6. The Subrecipient Contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (0MB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and 0MB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

10. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. Ifsufficient appropriations and authorizations are not made, the Agreement shall terminateupon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decisionas to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractorand shall be final.

11. Release

The Subrecipient Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico fromall liabilities, claims, and obligations arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the State of New Mexico to any obligation notassumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Product of Service; Copyright

All materials developed or acquired by the Subrecipient Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency nolater than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Subrecipient Contractor.

13 Conflict ofInterest

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

14. **Equal Opportunity Compliance**

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

15. **Non-Discriminating Service Delivery**

The Subrecipient Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits providedunder this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meetin order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so whichis different from that afforded others under the program.
7. The Subrecipient Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administrationwhich have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or havethe effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. **Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service for

any purpose not collUlected with the administration of the Agency's or the Subrecipient Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidentialinformation shall only be made in accordance with the NM Inspection of Public RecordsAct, or applicable state or federal law or regulations.

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

18. **Penalties for Violation of Law**
The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civiland criminal penalties for its violation. In addition, the New Mexico criminal statutesimpose felony penalties for illegal bribes, gratuities, and kickbacks.

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

20. **Applicable Laws**
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federalgovernment.

21. **Internal Dispute Mediation**
The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place toeffectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractormust provide all participants with notice, at the commencement of the contract year, thatdisputes may be resolved in this malUler. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordancewith the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amountto a material breach of Agreement.

6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

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

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

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

Agency:

NCNMEDD
Attn: Marcia Medina
3900 Paseo del Sol
Santa Fe, NM 87507

Subrecipient Contractor:
City of Santa Fe
Senior Services Division

25. **Other Provisions**
Compliance with Grant conditions. The Subrecipient Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

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

27. **Authority**
The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and

that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

28. **Signatures**

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

City of Santa Fe

Legal Name of Subrecipient Contractor

Jarel LaPan Hill

Jarel LaPan Hill (Aug 5, 2020 10:12 MDT)

Signature

Jarel LaPan Hill

Printed/Typed Name of Signatory

8/5/2020

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Monica Abeita

Signature

Monica Abeita, Executive Director

Printed/Typed Name of Signatory

06/26/2020

Date

NSIP FY21

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFCATION OF GRANT AWARD
(NGA)

GRANTEE: Santa Fe City of				APPROVED BUDGET PERIOD		Grant/Action		NGA DATE
ADDRESS:				FROM: 7/1/2020		New/Cont: ☑		
				TO: 6/30/2021		Revision: ☐		6/26/2020
PHONE:						BAR: ☐		
						Other: ☐		
DESCRIPTION		FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.		TOTAL
AAA Administration	Title IIIB	0	0	0	0	0		0
	Title IIIC1	37040.71	0	0	0	0		37040.71
	Title IIIC2	74085.29	0	0	0	0		74085.29
	Title IIID	0	0	0	0	0		0.00
	Title IIIE	0	0	0	0	0		0
		111126.00	0.00	0.00	0.00	0.00	0.00	111126.00
Title IIIB	Access	$ -			$ -			$ -
	In-Home				$ -	$ -		$ -
	Community All Other	$ -		$ -	$ -	$ -		$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -		$ -
Title IIIC1	Meal Costs	$ 37,040.71						$ 37,040.71
	Subtotal	$ 37,040.71	$ -	$ -	$ -	$ -		$ 37,040.71
Title IIIC2	Meal Costs	$ 74,085.29						$ 74,085.29
	SubTotal	$ 74,085.29	$ -	$ -	$ -	$ -		$ 74,085.29
Title IIID		$ -	$ -	$ -	$ -	$ -		$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -		$ -
Title IIIE		$ -	$ -	$ -	$ -	$ -		$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -		$ -
		$ -	$ -	$ -	$ -	$ -		$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -		$ -
ALL STATE OTHER		$ -	$ -	$ -	$ -	$ -		$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -		$ -
SUB TOTALS	Title IIIB	$ -	$ -	$ -	$ -	$ -		$ -
	Title IIIC1	$ 37,040.71	$ -	$ -	$ -	$ -		$ 37,040.71
	Title IIIC2	$ 74,085.29	$ -	$ -	$ -	$ -		$ 74,085.29
	Title IIID	$ -	$ -	$ -	$ -	$ -		$ -
	Title IIIE	$ -	$ -	$ -	$ -	$ -		$ -
	Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -		$ -
	All State Other	$ -	$ -	$ -	$ -	$ -		$ -
	GRAND TOTAL	$111,126.00	$ -	$ -	$ -	$ -		$ 111,126.00

COMPUTATION OF GRANT		
1.EstimatedTotal Cost.....	$	111,126.00
2.LESS Anticipated Proj. Inc.	$	-
3.Estimated Net Cost.....	$	111,126.00
4.Non-federal and Non-state Share of Net Cost.....		
5.Proj. Inc. (Used as Match).....	$	-
6.Federal Share of Net Cost.....	$	111,126.00
7.State Share of Net Cost....	$	-

8.Federal/State Shares will be comprised of:				
a.Federal/State grant unearned in previous project year(s)	FY 20__	Federal	0	
		State	0	
			0	
b. Carry Over	FY 20___	Federal	0	
		State	0	
c. New Obligational Authority Herein Awarded	FY-2020	Federal	0	$ 111,126.00
		State	0	$ -

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorizedto examine any or all financial and programmatic records. Such records shall be retained in accordance with the following.
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency
3. In all cases, an overriding requirement exists to retain records until resolution of any audit questions relating to individual grants
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount, may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be controlled and submitted as requested
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official Monica Abeita, Executive Director	We, the undersigned officers of the Grantee organization, certify that we are in compliance with the terms and conditions of this award
Monica Abeita 06-26-2020	Date 08/06/2020
Signature Date	Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/21/20
FOR CITY COUNCIL MEETING OF 09/30/20

e) Request for the Approval of the Budget Amendment Resolution-North Central New Mexico Economic Development District-Non Metro Area Agency on Aging NSIP. Item # 20-0363 (Munis Contract #3201993) in the amount of $111,126.00. The NSIP grant funds will be used to purchase raw food supplies for meal preparation for eligible senior citizens participating in our meal program during FY 2021. Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov 505-955-4710

FINANCE COMMITTEE ACTION:

APPROVED ON CONSENT

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

City of Santa Fe, New Mexico

memo

Date: June 26, 2020

To: Jarel LaPan Hill, City Manager

Via: Kyra R. Ochoa, Community Services Department Director

From: Gino Rinaldi, Senior Services Division Director
Anya Alarid, Senior Services Project Administrator

Re: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging COVID-19 FFCRA Federal Sub-Award
Munis Contract #3201960
Project: SSD2024105 FAMILIES FIRST CORONAVIRUS RESPONSE ACT

Background and Summary:

New Mexico has received the Major Disaster Declaration (MDD) which allows maximum flexibility for use of federal OAA funding for any disaster relief activities for older individuals or family caregivers served under the OAA. Non-Metro Area Agency on Aging (Non-Metro AAA) as part of the North Central New Mexico Economic Development District (NCNMEEDD) is providing guidance for the utilization of Families First Coronavirus Relief Act (FFCRA) disaster relief funds as of March 2020 through September 30, 2021. This Federal Sub-Award has been awarded to the City of Santa Fe Senior Services Division in the amount of $61, 325.10.

The awarded grant funding will be utilized to provide services to our eligible senior clientele who receive nutrition assistance (Congregate and Home-Delivered Meals) during Fiscal Year 2020/21.

Recommended Action:
For your review and approval.

☐ Approved ☐ Disapproved

Jarel LaPan Hill, City Manager Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
COMMUNITY SERVICES / SENIOR SERVICES	7/7/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Operating Supplies	2410114	530200	SSD2024105-CONG/HD MEALS	61,325	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Senior Nutrition Program	2410114	490715	SSD2024105	(61,325)	
				$ (0)	$ -

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo
The Senior Nutrition Program was a recipient of a COVID-19 FFCRA Federal Sub-Award in the amount of $61,325.10. The funds will be utilized for Senior Congregate and Home Delivered Meals.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Anya Alarid — 7/7/2020
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

[Department Director Signature] 7/7/20 — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

AL

Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

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

Procurement Title: COVID-19 FFCRA FEDERAL SUB-AWARD

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Community/Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid Project Administrator 05/20/2020

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

Fran Gunaway (Jun 1, 2020 16:59 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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201960**

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

Description: **This emergency award is specifically for: Program (CM-C2 and HD-C2) pursuant to the Family First Coronavirus Response Act (FFCRA), Older Americans Act Title III-Congregate Meals and Home Delivered Meals awarded to New Mexico 3/20/2020.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **03/20/20** Term End Date: **09/30/2021**

☐ Approved by Council Date: **06/18/2020**

Contract / Lease: Federal Sub-Award 2019-20-60026 FFCRA

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Jul 21, 2020 16:59 MDT) 7/21/20

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** _____ **Org / Object: 2410114/490715**

Alexis Lotero (Jul 21, 2020 16:33 MDT) 7/21/2020

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

MEMORANDUM 2020-02

Date: May 1, 2020 Constant Contact Correspondence

To: Non-Metro Area Agency on Aging Vendors/Providers

From: Marcia A. Medina, Community Services Director
Monica Abeita, NCNMEDD Executive Director

Re: FFRAC COVID-19 Contract Guidance

New Mexico has received the Major Disaster Declaration (MDD) which allows maximum flexibility for use of federal OAA funding **for any disaster relief activities** for older individuals or family caregivers served under the OAA. Non-Metro Area Agency on Aging (Non-Metro AAA) as part of North Central New Mexico Economic Development District (NCNMEDD) is providing guidance for the utilization of Families First Coronavirus Relief Act (FFRCRA) disaster relief funds as of March 2020 through September 30, 2021.

Attached you will find the following:

1. FFCRA COVID-19 Contract effective March 1, 2020 – September 30, 2021
2. Notice of Grant Award
3. Excel Budget Expense Report to be submitted monthly.

Guidance:

1. As of March 1, 2020, the MDD allows all expenditures to be tied to actual expenditures and not be tied to a unit or unit cost. This applies to the FFCRA award and your FY 19-20 Title III DPS Funds (federal and state). The attached Budget Expense Report document allows you to expense out all operations of your organization and be reimbursed based on actual expenses for disaster relief activities.
2. Use all of the FY19-20 Title III DPS contracted funds first. The MDD allows for flexibility for use of all funds to be directed to any disaster relief activities.
3. The extended end date of the FFCRA allows you to utilize funds if needed immediately, however, waiting to tap into FFCRA funds allows you to plan for supply and food purchases as we enter the FY 2020-2021 program period.
4. On the Budget Expense Report Document please complete the Contact Name, Telephone number and Email address of the person completing the form. Remember to keep all receipts and invoices.

5. You are to continue to report units utilizing the SAMS COVID Rosters developed in collaboration with ALTSD and the Non-Metro AAA Tucumcari Data Center staff. Contact Joe Rey jrey@ncnmedd.com if you need assistance or have questions regarding the COVID Rosters.
6. Follow the staff salary guidance letter from ALTSD sent on May 1, 2020 via Non-Metro constant contact communication.

It has been announced that a second COVID-19 Coronavirus Aid, Relief, and Economic Response Act (CARES) will be awarded to Non-Metro AAA by ALTSD. At the time of release of the FFCRA contracts, Non-Metro AAA has not yet received that award. Be advised that it is forthcoming and will also have an end date for utilization of September 30, 2021.

Please have the authorized individual *sign and date* both the FFCRA Contract **and** the NGA then scan and return to the attention of your point of contact and:

Rosa Lira, rosal@ncnmedd.com
cc to Marcia Medina, marciam@ncnmedd.com

Call 505-395-2668, your point of contact or 505-356-9379 if you have any questions.

Thank you for your commitment and dedication to serve New Mexico's precious older and most vulnerable adults and children.

Item #20-0402

Federal Sub-Award 2019-20-60026 FFCRA

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

COVID-19 FFCRA FEDERAL SUB-AWARD

This Award is made and enterend into by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", and **City of Santa Fe**, hereinafter referred to as "Subrecipient", and is effective as of the date set forth below upon which it is executed by the Agency and collectively as the "Parties". This emergency award is specifically for: Program (CM-C2 and HD-C2) pursuant to the Families First Coronavirus Response Act (FFCRA), Older Americans Act Title III - Congregate Meals and Home-Delivered Meals awarded to New Mexico on March 20, 2020.

IT IS IN AGREEMENT BETWEEN THE PARTIES:

1. **Scope of Services.**
   A. The Subrecipient shall perform the work outlined in Attachment 1, Scope of Work.

2. **Compensation.**
   A. The Agency shall pay to the Subrecipient, in full, payment for services satisfactorily performed based upon deliverables as outlined in Attachment 1, Scope of Work. The amount payable to the Subrecipient under this Award, including gross receipts tax, shall not exceed **$61,352.10**. The Subrecipient shall ensure that the COVID-19 Emergency funds are to be used exclusively as outlined in Attachment 1, Scope of Work. The Subrecipient is responsible for notifying the Agency when the services provided under this Award reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Award being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

   D. Payments to the Subrecipient may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Award or for expenditures which are not properly documented or substantiated by the Subrecipient. The Subrecipient agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient's

violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient's non-compliance.

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

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

3. **Terms of the Award**

This Award shall become effective **March 1, 2020** and shall terminate on **September 30, 2021**, unless terminated pursuant to the Families First Coronavirus Response Act (FFCRA), Older Americans Act Title III - Congregate Meals and Home-Delivered Meals awarded to New Mexico Aging and Long-Term Services Department on March 20, 2020.

4. **TERMINATION.**

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

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

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

6. **Assignment.**
The Subrecipient shall not assign or transfer any interest in this Award or assign any claims for money due or to become due under this Award without the prior written approval of the Agency.

7. **Subcontracting.**
The Subrecipient shall not subcontract any portion of the services to be performed under this Award without the prior written approval of the Agency. No such subcontract shall relieve the primary Subrecipient from its obligations and liabilities under this Award, nor shall any subcontract obligate direct payment from the Agency.

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

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

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

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

12. **Amendment.**
This Award shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

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

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

15. **Applicable Law.**
The laws of the State of New Mexico shall govern this agreement.

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

17. **Records and Financial Audit.**
The Subrecipient shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date. time, nature and cost of services rendered during the Award's term and effect and retain them for a period of three (3) years from the date of final payment under this Award. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Award shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant

to this Award, the Subrecipient receives federal funds subject to the Single Audit Act, the Subrecipient shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

18. Indemnification.

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

19. Internal Dispute Mediation.

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

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

20. Participant Grievance.

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

21. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

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

22. Invalid Term Or Condition.

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

23. Enforcement Of Award.

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

24. Notices.

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

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

SUBRECIPIENT:
_____
_____
_____
_____

25. Insurance.

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

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

27. Signatures.
For the faithful performance of the terms of this Award, the parties affix their signatures and bind themselves **retroactive to March 1, 2020.**

City Manager

Legal Name of Subrecipient

Jarel LaPan Hill
Jarel LaPan Hill (Aug 18, 2020 10:25 MDT)
Signature

Jarel LaPan Hill
Printed/Typed Name of Signatory

8/18/2020
Date

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

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

04/30/2020
Date

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
COVID-19 FFCRA FEDERAL SUB-AWARD

ATTACHMENT 1 –SCOPE OF WORK

A. Purpose.

The purpose of this Scope of Work is to assure the delivery of home delivered and congregate meal services pursuant to and in accordance with the Family First Coronavirus Response Act, (FFCRA), Title III of the Older Americans Act of 1965 and all relevant amendments and state and federal enabling regulations, within the Service Area. The services provided shall support older adults in maintaining independent and healthy lifestyles, address food insecurity and nutrition.

B. Target Population.

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

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

C. <u>Guidelines for FFCRA funds</u>.

1. This Award acknowledges New Mexico's Major Disaster Declaration (MDD) (https://www.fema.gov/disaster/4529) which allows flexibility for use of the Families First Coronavirus Relief Act (FFRCRA) by subrecipients.

2. The MDD allows for maximum flexibility in FFCRA and does not need a separate application, transfer request, or request for a waiver --to use existing Title C-1 and C-2 for disaster relief. This means subrecipient contractors may use Title C-1 and C-2 funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.

3. The flexibility applies to funding awarded in current FY20 contracts, and any future contracts issued for FFCRA funding. **As of March 2020, all expenditures should be based upon actual expenditures and should not be tied to a unit or unit cost.** Please

note the reporting requirement below to use the COVID-19 SAMS roster to capture units of service.

4. Meals funded through FFCRA following a declaration of a major disaster, are not required to meet the DGAs and the DRIs, *however,* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.

5. When meals that meet the DRIs/DRAs are unavailable, subrecipients should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

D. <u>Responsibilities of the Subrecipient.</u>

1. Allowable Activities
    a. Increase the number of congregate and home delivered meals provided.
    b. Restore or reinstate staff positions that have been eliminated or reduced.
    c. Create jobs that will support the increase in number of meals provided.
2. Funding Requirements
    a. FFCRA funding was originally granted specifically for C-1 and C-2 services. The MDD means this funding can be used for any disaster relief activities for older individuals or family caregivers served under the OAA.
    b. FFCRA funds are transferable between Title III -C1 and Title III-C2
    c. Subrecipients have flexibility on allocating funds.
3. Reporting Requirements
    a. FFCRA funding will be tracked separately from the Older Americans Act program funds.
    b. Subrecipients are required to submit separate reports specifically related to the Award.
    c. Subrecipients shall utilize the COVID-19 SAMS roster to capture units of service – regardless of what they are.
    d. Subrecipients must maintain a separate accounting fund for FFCRA dollars.
    e. C-1 and C-2 reporting must be separate for both program and fiscal reports.
    f. Subrecipients shall only be compensated for expenses itemized in their approved FFCRA budget form which is to be completed and returned each month per the reporting requirements.

{end}

COVID-19

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFCATION OF GRANT AWARD
(NGA)

GRANTEE: City of Santa Fe ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 4/1/2020 TO: 9/30/2021		Grant/Action New/Cont: Revision: BAR: Other:	NGA DATE 4/30/2020
DESCRIPTION		**FEDERAL**	**STATE**	**LOCAL**	**IN-KIND**	**PROJ. INC.**	**TOTAL**
AAA Administration	Title IIIB	0	0	0	0	0	0
	Title IIIC1	20449.99	0	0	0	0	20449.99
	Title IIIC2	40902.11	0	0	0	0	40902.11
	Title IIID	0	0	0	0	0	0
	Title IIIE	0	0	0	0	0	0
	Subtotal	$ 61,352.10 V	$ -	$ -	$ -	$ -	$ 61,352.10
Title IIIB	Access	$ -			$ -		$ -
	In-Home				$ -	$ -	$ -
	Community All Other	$ -		$ -	$ -	$ -	$ -
	Subtotal	$ -	$ -	$ -	$ -	$ -	$ -
Title IIIC1	Meal Costs	$ 20,449.99					$ 20,449.99
	Subtotal	$ 20,449.99	$ -	$ -	$ -	$ -	$ 20,449.99
Title IIIC2	Meal Costs	$ 40,902.11					$ 40,902.11
	SubTotal	$ 40,902.11	$ -	$ -	$ -	$ -	$ 40,902.11
Title IIID	Health Promotion	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	
Title IIIE	Alzheimer Care Giver Support	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
DEMONSTRATON DEMO GRANT ALZHEIMER	Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
ALL STATE OTHER		$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
SUB TOTALS	Title IIIB	$ -	$ -	$ -	$ -	$ -	$ -
	Title IIIC1	$ 20,449.99	$ -	$ -	$ -	$ -	$ 20,449.99
	Title IIIC2	$ 40,902.11	$ -	$ -	$ -	$ -	$ 40,902.11
	Title IIID	$ -	$ -	$ -	$ -	$ -	$ -
	Title IIIE	$ -	$ -	$ -	$ -	$ -	$ -
	Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	All State Other	$ -	$ -	$ -	$ -	$ -	$ -
	GRAND TOTAL	$ 61,352.10	$ -	$ -	$ -	$ -	$ 61,352.10

COMPUTATION OF GRANT		
1.EstimatedTotal Cost.....	$	61,352.10
2.LESS Anticipated Proj. Inc.	$	-
3.Estimated Net Cost.....	$	61,352.10
4.Non-federal and Non-state Share of Net Cost.....		
5.Proj. Inc. (Used as Match).....	$	-
6.Federal Share of Net Cost.....	$	61,352.10
7.State Share of Net Cost....	$	-

8.Federal/State Shares will be comprised of:

a.Federal/State grant unearned in previous project year(s)	FY 20 __	Federal	0	
		State	0	
			0	
b. Carry Over	FY 20 __	Federal	0	
		State	0	
c. New Obligational Authority Herein Awarded	FY-2020	Federal	0	$ 61,352.10
		State	0	$ -

As accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorizedto examine any or all financial and programmatic records. Such records shall be retained in accordance with the following

1 Keep adequate and complete financial records, and to report promptly and fully to the Area Agency
2 If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency
3 In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants
4 Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount This amount may constitute a cash advance on any funds executed to the Grantee by the Area Agency for the following project year
5 The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies
6 Unearned federal and/or state cash at thetime the project is terminated shall be returned in full to the Area Agency
7 All obligations will be liquidated wi- in 30 days after the end of the project year and/or final progress and financial reports are submitted
8 Inventory of project equipment will be maintained and submitted as requested
9 Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee

Signature of Area Agency on Aging / Contracting Official
Monica Abeita, Executive Director

Monica Abeita 04-30-20

Signature Date

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award

Date

Date

ATTEST:

Jarel LaPan Hill
Jarel LaPan Hill (Aug 18, 2020 10:25 MDT)

YOLANDA Y. VIGIL, CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 21, 2020 16:49 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

2410114.490715 AL
AL

BUSINESS UNIT/LINE ITEM

NCNMEDD COVID-19 FFCRA Federal Sub Award.pdf City Attorney Signature

Final Audit Report 2020-05-21

Created:	2020-05-21
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5vZJff_l3CF2rjJB0vi7UaCZlgVOiL4e

"NCNMEDD COVID-19 FFCRA Federal Sub Award.pdf City Attorney Signature" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-21 - 10:03:20 PM GMT- IP address: 63.232.20.2

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2020-05-21 - 10:04:44 PM GMT

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2020-05-21 - 10:49:30 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-21 - 10:49:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us) and Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-21 - 10:49:39 PM GMT

Signature:

Email:

Signature: Xavier Vigil (Aug 18, 2020 10:06 MDT)

Email: xivigil@santafenm.gov

Signature: Yolanda Y. Vigil

Email: yyvigil@santafenm.gov

CM SENIORS__FFRCA_COVID-19_Contract_for_CM_approval

Final Audit Report 2020-08-18

Created:	2020-08-13
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF8T1fnn-GuJN5t1HrxcJytiM4_bk50w4

"CM SENIORS__FFRCA_COVID-19_Contract_for_CM_approval" History

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2020-08-18 - 3:40:35 PM GMT- IP address: 63.232.20.2

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Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2020-08-18 - 4:06:30 PM GMT

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2020-08-18 - 4:23:34 PM GMT- IP address: 104.47.64.254

Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2020-08-18 - 4:25:34 PM GMT - Time Source: server- IP address: 73.26.163.62

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2020-08-18 - 4:25:39 PM GMT

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2020-08-18 - 8:39:27 PM GMT- IP address: 104.47.65.254

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Signature Date: 2020-08-18 - 8:40:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov), Xavier Vigil (xivigil@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Yolanda Vigil (yyvigil@santafenm.gov), and 1 more

2020-08-18 - 8:40:37 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/21/20
FOR CITY COUNCIL MEETING OF 09/30/20

f) Request for the Approval of the Budget Amendment Resolution-North Central New Mexico Economic Development District-Non Metro Area Agency on Aging FFRCA Federal Sub-Award . Item # 20-0402 (Munis Contract #3201960) in the amount of $61,325.10. The FFRCA grant funds will be used to purchase operational supplies for meal preparation for eligible senior citizens participating in our meal program during FY 2021. Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov 505-955-4710

FINANCE COMMITTEE ACTION:

APPROVED ON CONSENT

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ROMERO-WIRTH	x		
COUNCILOR CASSUTT-SANCHEZ	x		
COUNCILOR LINDELL	x		
COUNCILOR VILLARREAL	x		
CHAIRPERSON ABEYTA	x		

9-19-20

DATE: **September 21, 2020**

TO: **Governing Body – 9/30/2020**

FROM: **Richard Brown - Director, Community & Economic Development**

ITEMS: **REQUEST FOR APPROVAL OF THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND INTERFAITH COMMUNITY SHELTER GROUP ("Pete's Place)**

SUMMARY:

Since 2009, The Interfaith Community Shelter Group (Pete's Place), has been leasing land from the City of Santa Fe for the purpose of providing emergency shelter to men, women and children, along with resources to support their health, wellbeing, and ability to find permanent housing. A key part of the Interfaith mission is to prevent hypothermia deaths in the winter months. The premise lease is up for renewal and City staff have completed negotiations with the ICSG team for a renewal term of four (4) years.

Terms of the new lease agreement include:

> Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on Exhibit A of this Lease Agreement, attached hereto and made a part hereof.
>
> This Lease Agreement shall become effective on October 1, 2020, (the Effective Date). The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is four (4) years.
>
> Lessee (for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee), hereby agrees and covenants with Lessor to pay the annual fair market rental value of sixty thousand, seven hundred, fifty dollars ($60,750.00). This was established by an appraisal report prepared by American Property - Consultants

& Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

It is important to note that the Lease Agreement between the City and ICSG is for the care and maintenance of indigent people, which is an exemption from the Anti-Donation Clause. With the Lease Agreement being within an exemption, the use of the building not changing, and to expedite the agreement, a new appraisal was not obtained for the rent amount. Rather the team used the 2010 rent appraisal amount and increased it by 12.5% to bring it to current date rent, which ICSG will pay through in-kind services to operate the group shelter for the City.

RECOMMENDED ACTION:

To continue the work done by Pete's Place to shelter and support the homeless community and prevent deaths from hypothermia, the City staff recommends the Governing Body approval of the Lease Agreement between the City of Santa Fe and the Interfaith Community Shelter Group.

Attachments:

- Interfaith Community Shelter Group Lease Agreement

LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE
AND THE INTERFAITH COMMUNITY SHELTER GROUP

This LEASE AGREEMENT (Lease Agreement) is made and entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and the Interfaith Community Shelter Group, a Non-Profit Corporation (Lessee), collectively the "Parties".

WHEREAS, the City wishes to support the communities most in need population by supporting Lessee's mission.

WITNESSETH:

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

1. PREMISES

Lessor allows Lessee to use and occupy, subject to the terms and conditions of this Lease Agreement, the real property located at 2801 Cerrillos Road, Santa Fe, NM. The leased property (the Premises), consists of approximately 6,082 square feet of heated floor space with a building of metal construction, on approximately 0.5051 acres of real estate as more fully described shown on **Exhibit A** of this Lease Agreement, attached hereto and made a part hereof.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective on October 1, 2020, (the Effective Date).

3. LEASE TERM

A. Term. The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement is four (4) years.

B. Holdover after expiration. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis in advance of the first day of each month, provided that Services

shall be provided in the same month and not in advance. All the terms and conditions of the Lease Agreement shall be otherwise applicable during any such month-to-month tenancy.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the InterFaith Community Shelter at Pete's Place subject to the following conditions:

i. Lessee may only use the Premises for a residential homeless shelter, for the provision of day resource services provided by other agencies serving the homeless, for the provision of meals to the homeless, for uses ordinarily ancillary or incidental to the shelter and these service (including, without limitation, parking and storage), and as a safety net service for City of Santa Fe residents ages 18+ and their children;

ii. Lessee shall participate in the Coordinated Entry System via the New Mexico Coalition to End Homelessness by administering the coordinated assessment tool (VI-SPDAT) for a minimum of 25% of clients served annually and participating in community case conferencing.

iii. Lessee must ensure that clients are served from underserved communities with a priority serving low to very low income households;

iv. Lessee must meet the service guideline as delineated in the Rent Section below.

v. Only Lessee's clients and staff are allowed to reside at the Premises. No other persons are allowed to reside at the Premises;

vi. No individuals who are acting in a way that is a danger to others shall be allowed to remain on the Premises. Lessee will seek assistance from St. Vincent's hospital or other appropriate service provider for individuals who are a danger to themselves;

vii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

viii. Lessee's clients who violate the above terms while residing at the Premises shall be physically escorted off the property by Lessee or the Santa Fe Police and shall not be allowed to return until it is determined by Lessee's staff that they have been through a detox program and/or that they will follow the shelter's rules and their return will not pose a danger to others;

ix. Lessee shall deploy security cameras at the Premises;

x. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week; and

xi. Lessee's residents and staff shall be advised to park only in the on-site parking lot or in other lawful locations.

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above

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

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer, and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The Lessee shall maintain the grounds along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's exercise of reasonable judgment, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ l 0-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent. Lessee, for and in consideration of this Lease and the demise of the Premises by Lessor to Lessee, hereby agrees and covenants with Lessor to pay the annual fair market rental value of Sixty Thousand, Seven Hundred, Fifty and 00/100 Dollars ($60,750.00) ("Rent"), as established by an appraisal report prepared by American Property - Consultants & Appraisers, Inc. on June 1, 2010 (showing an annual rental value of $54,000/year) plus 12.5 percent of that appraised rental value.

B. Services as Rent. Services are defined as 1) providing overnight shelter; 2) providing food and serving meals; 3) providing day resource services, and 4) providing safety to the indigent citizens of the City and County of Santa Fe. During the term of and in consideration of the Lease, in lieu of Rent Lessee shall provide the Services to indigent citizens of the City and County of Santa Fe, for free, the value of which shall equal or exceed the Rent in each year of the Term of this Lease. Any excess in the value of Services delivered in any year over Rent for that year shall constitute a credit ("Rent Credit") to the Lessee for the offset of Rent in any other year in which Rent does not exceed the value of the Services.

C. Proof of Services Provided. Lessee shall, on or before September 30th of each Lease year hereunder, submit to the Lessor a statement itemizing the kind and value of Services rendered to the citizens of the City and the County of Santa Fe during the prior Lease year. The value of Services used to offset Rent shall be the value of all Services provided for free minus the amount of any governmental subsidy or payment received by Lessee for providing such Services. Such statements shall be in a form and contain such information as Lessor in its reasonable discretion may require. Lessor may, in its sole and absolute discretion, request such reasonable additional non-confidential information and documentation as it deems necessary to evaluate Lessee's statement of values and types of services.

D. Rental Services Amount Shortfall. Should the value of the Services not equal or exceed the Rent in any year, Lessee shall make up the rental shortfall by paying the City monetary rent; provided that any Rent Credit shall first be applied to offset such shortfall and monetary rent shall be due only for any remaining shortfall. Notwithstanding anything to the contrary in the foregoing sentence, the Lessor and the Lessee may agree in writing that the Lessee may provide additional Services to offset any shortfall remaining after the application of the Rent Credit, and agree to negotiate in good faith to determine the nature, extent and timing of such additional Services. Any remaining deficit in Rent, shall be paid in cash to the Lessor via the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

E. No compensation by Lessor. In no event shall Lessor be required at any time, including, without limitation, the end of the Lease term, to compensate the Lessee in any way for excess Services; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied Rent Credit.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Lessee and all natural gas, electricity, domestic water, and sanitary sewer service, telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

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

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign, or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

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

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

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

C. Worker's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory

limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

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

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

11. EASEMENTS

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

12. TERMINATION

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

i. the breach;
ii. the action required to cure the breach;
iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

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

To Lessor:
City Manager
City of Santa Fe
P. 0. Box 909
Santa Fe, NM 87504

To Lessee:
Interfaith Community Shelter Group
Executive Director
2801 Cerrillos Road
Santa Fe, NM 87507

14. NO WAIVER

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

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

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

17. BINDING EFFECT

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

18. LITIGATION EXPENSE

In the event of litigation between the Parties, if Lessor is the prevailing party, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of

collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

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

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar for
Andrea Salazar for (Sep 18, 2020 11:11 MDT)
_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

LESSEE:

_____
JULIE MURRAY, CHAIR
Interfaith Community Shelter Group Board of Trustees

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

The foregoing instrument was acknowledged before me this _____ day of

_____ 20____, by Julie Murray, Chair Interfaith Community Shelter Group

Board of Trustees.

_____
Notary Public

My commission expires:

InterFaith Community Shelter Group Lease Agreement-ICSG-Final-091720

Final Audit Report 2020-09-18

Created:	2020-09-18
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnfh4Ib05qkINOzSX_PYHc0ZCEJmCXqZ

"InterFaith Community Shelter Group Lease Agreement-ICSG-Final-091720" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2020-09-18 - 5:10:19 PM GMT- IP address: 63.232.20.2

Document emailed to Andrea Salazar for (asalazar@santafenm.gov) for signature
2020-09-18 - 5:10:49 PM GMT

Email viewed by Andrea Salazar for (asalazar@santafenm.gov)
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Document e-signed by Andrea Salazar for (asalazar@santafenm.gov)
Signature Date: 2020-09-18 - 5:11:48 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-09-18 - 5:11:48 PM GMT

Adobe Sign

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

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/State of Emergency Extension V

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

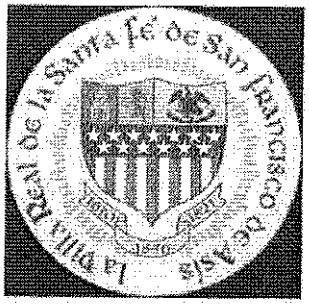
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

Memo

To: Mayor and City Councilors

From: Virginia Vigil
Municipal Court Judge
Chad Chittum
Staff Attorney

Date: 09/17/2020

Re: September 30, 2020 Governing Body Meeting

Enclosed please find:

1. Zoom Trial/Motions Hearing Plan
2. Santa Fe Municipal Court Level 3 plan
3. Monthly statistics for the month of August 2020 plus a six month summary

City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

September 14, 2020

Subject: Trials/Motion Hearings

The following procedures will be adhered to until further notice in response to the COVID-19 Health Crisis.

All trials/motions hearing will be conducted by Zoom video.

Setting a Zoom Trial/ Motion hearing

Once the parties request a trial/motions hearing, the court will send a Zoom link via email to the parties. *Defendants and/or witnesses who do not have the ability to Zoom- Parties shall notify the court at the time a trial/motion hearing is requested and the court will have a laptop set up at the courthouse for them to use.

Witnesses

The party calling the witness is responsible for ensuring the witness has a separate video and audio feed. *Defendants and/or witnesses who do not have the ability to Zoom- Parties shall notify the court at the time a trial/motion hearing is requested and the court will have a laptop set up at the courthouse for them to use.

It is the responsibility of the party offering the witness to ensure that the witness has the link to the proceedings

Rule of Exclusion

Witnesses will be asked to leave the meeting and the party calling the witness is responsible for ensuring the witness rejoins the meeting at the time of their testimony.

Exhibits in Zoom Trials/Motion Hearings.

1. No later than forty-eight (48) hours before the start of any hearing held by telephonic or audio-video connection at which a party plans to offer documentary and/ or video exhibits for admission, unless otherwise directed by the court, the offering party shall submit the following to the court with a copy to the opposing parties:

(a) the proffered exhibits; and

(b) an exhibit list that indicates whether the parties stipulate or object to the admission of each proffered exhibit and, if opposed, the grounds for any objections.

City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

2. If it appears that one or more proffered exhibits will be opposed, the presiding judge may hold an evidentiary hearing prior to the hearing at which the exhibits are sought to be admitted in order to resolve objections to the admission of exhibits.

3. The admission of exhibits opposed on foundational or authentication grounds may be conditionally admitted pending witness testimony, but purely legal objections to the admission of an exhibit may be resolved before the hearing for which the exhibits are sought to be admitted.

Court Interpreters

Defendant and/or witnesses requiring the use of a Court Interpreter shall make a request at the time a trial/motion hearing is requested.

Zoom Procedure for Joining a Zoom Trial/Motions Hearing

Either click on the link provided from the Court OR

Open web browser on device
Go to website zoom.us
Click on the upper right "Join a Meeting"
Enter the meeting number – JOIN enter password

- If using app on cellular device, open app, "Join a Meeting"
  - Enter meeting number, your name and JOIN

Join with audio and video

Zoom Instructions during Zoom Trial/Motions Hearing

Mute/Unmute microphone

Start/Stop Video to turn camera on/off during meeting

Participants' icon will display the all included in the meeting

Share screen – if needed to share screen for video, photo, document display, click on "share screen" which will allow all participants in the meeting to see what is on the computer

- Please stop share when finished with presentment

ZOOM Help/Support – https://support.zoom.us/hc/en-us
https://zoom.us/resources

City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT

Virginia Vigil, Municipal Judge

Phone: (505) 955-5070

Fax: (505) 955-5159

Memo

To: Hon. Mary Marlowe Sommer, Chief District Court Judge

From: Chad Chittum, Staff Attorney

Date: 04/13/2020

Re: Santa Fe Municipal Court Level 3 plan

I, three clerks and Judge Vigil all have the ability to access video, phone, case management from home in the event of a closure. Therefore:

In custody defendants

- Normal court procedures and hearings (arraignments, bond hearings, review of conditions of release, etc) attorneys allowed to appear by telephone/video

Out of Custody defendants

- Would be scheduled or rescheduled to a later date.

Drug/DWI Court

- Meeting being held by phone/video

Court required documents (proof of defense driving, treatment, etc.)

- May be emailed to cahagman@santafenm.gov

Court payments may be submitted online at www.citepayusa.com.

No warrants issued for failure to appear (FTA) and/or failure to comply (FTC) during this time.

Thank you.

Chad Chittum
City of Santa Fe Municipal Court Staff Attorney

MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR AUGUST 2020	AUG 2020	JULY 2020	JUNE 2020	MAY 2020	APR 2020	MAR 2020
1. NUMBER OF CASES FILED FOR MONTH	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
Traffic Violations	251	280	234	358	366	761
Traffic Citations (court appearance)	208	237	188	313	297	584
Penalty Assessments (court only collects money)	43	43	46	45	69	177
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	12	8	14	11	22	80
Criminal Cases	44	47	68	76	72	99
DUIs	14	13	11	13	12	16
Shoplifting	4	5	17	16	11	23
Petty Misdemeanors	20	25	32	40	41	47
Revoked	6	4	8	7	8	13
Code Enforcement	5	5	0	0	0	1
Animal Control	7	7	9	5	2	9
2. ARRAIGNMENTS						
(many arraignments result in pleas)						
Traffic Arraignments	155	163	369	175	112	413
Criminal arraignments	46	72	75	36	41	123
DUIs	12	16	17	6	8	25
Shoplifting	9	13	14	12	11	31
Petty Misdemeanors	20	31	34	16	17	56
Revoked	5	12	10	2	5	11
Parking	0	0	0	0	0	3
Animal	2	5	13	2	0	9
Code Enforcement	5	0	0	0	0	0
3. TRIALS	2	4	0	0	0	11
1) with attorney(s)	1	1	0	0	0	1
2) with police officers	1	3	0	0	0	10
1) Animal	0	0	0	0	0	0
2) Traffic	1	3	0	0	0	10
3) Misdemeanor/shoplifting	0	0	0	0	0	0
4) Code Enforcement	0	1	0	0	0	0
5) DUI	1	0	0	0	0	1
6) Revoked	0	0	0	0	0	0
4. BENCH WARRANTS ISSUED	125	280	375	0	0	124
5. HOMELESS COURT	0	0	0	0	7	7
6. COMMUNITY SERVICE – TOTAL	215	188	103	92	255	354
1) Community service hours – penalties	133	151	88	92	255	264
2) Community service hours – in lieu of fines	82	37	15	0	0	90

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
August 2020

			City	AOC	JEC
Animal Control	11001.451200	$50.00	$50.00		
Court Fines	11001.450200	$12,292.00	$12,292.00		
Parking	51150.450610		$0.00		
Traffic Violations	11001.450900	$92.00	$92.00		
	TOTAL FINES:	$12,434.00			
Automation Fee (AOC)	21202.432100	$ 1,360.00		$ 1,360.00	
Bench Warrants (City)	21224.432150	$ 1,253.00	$ 1,253.00		
Calming Fees (City)	31775.450850	$ 3,723.00	$ 3,723.00		
Copies/Misc. (City)	11001.471400		$ -		
Corrections Fees (City) - PD	21201.432300	$ 4,355.99	$ 4,355.99		
Corrections Fees (City) - Muni. Court	21225.432300	$ 2,178.01	$ 2,178.01		
Court Admin. Fee (City)	21225.432310	$ 2,233.00	$ 2,233.00		
DWI Lab Fees (AOC)	21202.432200	$ 1,023.00	$ 1,023.00	$ 1,023.00	
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	$ 1,941.50	$ 1,941.50		$ -
Home Detention (City) (Old line item 21225.43213)	21201.432130	$ 520.00	$ 520.00		
In House Automation (City)	21130.432100	$ 455.00	$ 455.00		
Judicial Education Fees (JEC)	21202.431800	$ 678.00	$ 678.00		$ 678.00
Police Safety Fees (City)	21224.432120	$ 1,132.00	$ 1,132.00		
Prevention Fees (AOC)	21202.450400	$ 852.24	$ 852.24	$ 852.24	
Substance Abuse Fee (AOC)	21202.432350		$ -	$ -	
	TOTAL FEES:	$ 21,704.74	$32,778.74	$3,235.24	$678.00

$36,691.98

TOTAL FINES AND FEES:	**$34,138.74**
City: Money remains with the City of Santa Fe:	$32,778.74
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	$3,235.24
JEC: Money is submitted to the NM Judicial Education Center:	$678.00

CITY OF SANTA FE
2020 GOVERNING BODY DATES

Approved Governing Body
Time: 5:00 PM & 7:00 PM

January 8, 2020 – Wednesday
January 29, 2020 – Wednesday
February 12, 2020 – Wednesday
February 26, 2020 – Wednesday
March 11, 2020 – Wednesday
March 25, 2020 – Wednesday
April 8, 2020 – Wednesday
April 29, 2020 – Wednesday
May 13, 2020 – Wednesday
May 27, 2020 – Wednesday
June 10, 2020 – Wednesday
June 24, 2020 – Wednesday
July 8, 2020 – Wednesday
July 29, 2020 – Wednesday
August 12, 2020 – Wednesday
August 26, 2020 – Wednesday
September 9, 2020 – Wednesday
September 30, 2020 – Wednesday
October 14, 2020 – Wednesday
October 28, 2020 – Wednesday
November 10, 2020 – **Tuesday**
December 9, 2020 - Wednesday

Additional Governing Body
Time: 4:00 PM & 6:00 PM

November 18, 2020 – Wednesday
December 2, 2020 – Wednesday
December 16, 2020 - Wednesday

City of Santa Fe, New Mexico

memo

DATE: **September 30, 2020**

TO: **City Council**

FROM: **Mayor Alan Webber**

RE: **Appointments**

I would like to make the following appointments:

Occupancy Tax Advisory Board

Carlos Medina (At-Large) – Reappointment – term ending 2/2022
Thomas McCann (Lodging Industry) -- to fill unexpired term ending 2/2021 (Resume attached)
Raymond G. Sandoval (Tourist Related Industry) – to fill unexpired term ending 2/2022 (Resume attached)

Community Health and Safety Task Force (Term until completion of duties and responsibilities per Resolution No. 2020-29)

Councilor Renee Villarreal – Co-Chair
Councilor Chris Rivera – Co-Chair
Raashan Ahmad Morris (District 1) (Resume attached)
Emily Kaltenbach (District 2) (Resume attached)
Bruce Finger (District 3) (Resume attached)
Monica Ault (District 4) (Resume attached)
Marcela Diaz (At-Large, District 4) (Resume attached)
Naja Druva, LPCC (At-Large, District 2) (Resume attached)
Mary Ann Maestas (At-Large, District 3) (Resume attached)
Mary Louise Romero-Betancourt (At-Large, District 2) (Resume attached)
Judge Michael E. Vigil (At-Large, District 1) (Resume attached)

Thomas McCann

Experienced lodging executive with over 25 years of progressive experience in strategic planning, improving operational efficiency, team building and project management for the hospitality industry. Able to quickly understand complex concepts, identify and solve problems, turn ideas into logical strategies, and implement systems that optimize productivity, increase occupancy and revenue. Self-motivated with passion for excellence and impeccable customer care.

KEY SKILLS AND QUALIFICATIONS

- Exceptional ability to build productive teams that deliver incomparable guest service
- Able to skillfully identify revenue opportunities and implement cost saving measures
- Keen ability to ascertain and resolve challenges in timely manner
- Proven track record of meeting all budget and revenue projections
- Respected community member and current President of the Santa Fe Lodgers Hotel & Lodging Association

EXPERIENCE

Heritage Hotels and Resorts, Santa Fe, New Mexico Sept 2016–July 2020

Senior Vice President of Operations/General Manager

- Responsible for the performance of the Santa Fe properties and Taos hotels. These properties included The Eldorado Hotel and Spa, The Inn and Spa at Loretto, St Francis Hotel, Hotel Chimayo, El Monte Sagrado Hotel and Palacio de Marquesa.
- Based at the Eldorado Hotel, I acted as *General Manager*, overseeing the daily operations for this 219-room hotel.
- Successfully oversaw the acquisition and transition of the Inn and Spa at Loretto, helping guide it through in the first year the strongest financial performance in its history.
- Restructured two Heritage boutique properties, and as a result, budgets were achieved for the first time since ownership.
- As General Manager for Eldorado, we achieved the highest NOI the property has experienced since its purchase. Property was poised to reach a record $20M in revenue and $5.2M NOI for 2020.

General Manager Eldorado Hotel

- 219 room 4-daimond hotel in the heart of downtown Santa Fe. Property offers 32,000 sq. ft of meeting space, the famed Agave restaurant, two bars and a wedding chapel
- Agave Bar vote two years in a row best happy hour in Santa Fe
- Managed "Casa Espana" a downtown night club
- Opened and managed a free-standing Starbucks that was part of the footprint of Eldorado
- Property produced $18M in revenue in 2019, $8M in rooms revenue, $6.5M in F&B

General Manager Hyatt Regency Albuquerque

- 382-room hotel in downtown Albuquerque. Property offers 24,000 of meeting space, two restaurants, a Starbucks and two bars.

Destination Hotels and Resorts, The Inn and Spa at Loretto, Santa Fe, New Mexico 2014-Sept 2016

General Manager

- Historic Four-diamond 136 room hotel located in downtown Santa Fe.
- Fiscally responsible for hotel as well as the award-winning Luminaria Restaurant and The Spa at Loretto.
- Achieved highest occupancy the property had ever accomplished in first year.
- Achieved the highest profit margins of record in the Food and Beverage department as well as the Rooms Division.
- The Spa was recently voted 4th best spa in the US by USA Today in 2016.
- Maintained the top market penetration index among all major competitors in Santa Fe.

Noble House Hotels & Resorts, River Terrace Inn, Napa Valley, California 2012-2014

General Manager,

- Award-winning 106-room hotel, located in downtown Napa.
- Responsible for the operations of Cuvee Restaurant and Cuvee Catering.
- Increased occupancy from 2012 to 2013 by 8.4%.
- Increased ADR year over year by 11%.
- RevPar increased by 18% year over year.

Delaware North Companies Parks and Resorts, Tenaya Lodge at Yosemite 2005-2012

General Manager

- Responsible for all aspects of operations of a 297 room, 4-diamond resort with $29 million in total revenues in 2011.
- Oversaw the operations of five separate restaurants from fine dining to casual dining
- Property produced over $9M in food and beverage revenue
- Lead property through a $3M room's renovation that came in under budget and on time.
- Participated in developing plan, obtaining city approvals and completing a $10.2M expansion of meeting space and building a 10,000 square foot spa.
- Awarded Delaware North Companies "Best Lodging Unit Business Performance Award" two years in a row as well as "The GreenPath Award of Excellence" (GreenPath is DNC's environmental program), Revenue Management team of the year (two years running), Entrepreneur Team of the year, and "Facilities Stewardship Award of Excellence".
- Provided leadership, coaching and development opportunities for executive team and all levels of management. At its peak, property employed over 450 associates
- Assisted parent company in developing and implementing several key strategic initiatives by volunteering to act as the pilot site. Initiatives include GuestPath®, the Company's guest service process to deliver a consistent exceptional guest experience.
- Member of the GuestPath® Advisory Board and alumni of the HR Advisory Board for DNC.

Vail Resorts, INC. The Village at Breckenridge, Breckenridge, Colorado 2001-2005

General Manager

- General Manager of Vail Resorts' largest property in Breckenridge, Colorado.
- Responsible for over four hundred condo's and hotel rooms, containing thirty-five thousand square feet of meeting space and four restaurants.
- Strategically guided a distressed property embroiled in a battle with homeowners over performance, to a balanced and successful conclusion, giving the responsibility of the HOA back to the homeowners and dissolving Vail's responsibility.
- Established and executed a plan to return the property to profitability by streamlining operations and managing to effective staffing levels in addition to repositioning properties and redirecting sales team focus to core business.

Hyatt Regency Beaver Creek, Resort and Spa, Beaver Creek, Colorado 1997-2001

Front Office Manager, Reservations/Revenue Manager

- Four-star, four diamond property with 275 guest rooms. Voted top ten ski resorts by Conde Naste Traveler Magazine.
- *Front Office Manager Responsible* for front desk operations as well as the hotel operators and Manager on Duty program.
- *Reservations/Revenue Manager* Recruited by the Director of Sales to return to the Hyatt to take over the reservations department and be the Revenue Manager. Made a major impact on how sales strategies were implemented and how group business was placed on the books. Received "Manager of the Quarter" for my efforts.

The Ritz-Carlton, Aspen, Aspen, Colorado 1994-1997

Reservations Manager/Director of Revenue
Four-star, four diamond property. Awarded #1 in service in the United States by Conde Nast Traveler Magazine.

During my tenure, hotel achieved the highest REVPAR numbers the hotel had ever achieved. Set an occupancy record of 98.3% in August of 1996 and a record rate growth of $27.33 increase from 1995-1996

EDUCATION

University of San Diego
Bachelor's degree in Business Administration, 1986

Community Service Involvement
Current President of the Santa Fe Lodgers Association, my second term
Board Member of OTAB (Commission that oversees the distribution of Occupancy Taves)
Lodging Committee Member, Napa Valley
Fish Camp Advisory Board-Board Member
Breckenridge Chamber Central Reservation-Board Member

Activities
Avid skier and mountain biker, enjoy hiking, golf and tennis

RAYMOND G. SANDOVAL

EDUCATION

New England School of Law
Juris Doctorate **1999**

American University, Washington DC
Bachelor of Arts, Political Science **1996**

PROFESSIONAL EXPERIENCE

Public Service Company of New Mexico
DIRECTOR OF CORPORATE COMMUNICATIONS **2018 - Present**
Champion the image of PNM Resources and PNM through advertising, public and media relations. Develop and manage digital and social media and company websites. Proactively share the PNM story through internal and external communication channels. Ensure Company marketing campaigns are aligned with image strategy.

TASKS INCLUDED: Manage and mentor communication and advertising professionals to contribute towards and drive company objectives; direct the development of corporate communication strategies, campaigns and tactics to implement Company image, leadership platform and goals; define priority communication and messaging strategies, target audiences, channels of communication and employee engagement activities to meet stakeholder needs; develop image strategies in conjunction with community management, market/product management and corporate leadership; align customer communications, advertising and program management to best leverage image opportunities; review advertising and customer communication strategy to positively impact Company image, crisis communication management, customer satisfaction, product/program penetration and other corporate priorities; develop advertising and communications sub-strategies in support of the overall brand and image architecture; champion Company image across all operational and customer-impacting areas; develop customer communication and social media strategies to bolster Company image and program metrics; manage advertising agency of record and supporting agencies and evaluate performance; manage employee communication messages and channels.

COMPETENCIES: Ability to establish and maintain positive working relationships with management, workforce, communication team, outside organizations, agencies and media; ability to multi-task and effectively manage time in a dynamic environment; ability to analyze successes and failures to identify opportunities for improvement; knowledge, understanding and commitment to express and implement Company vision and goals; ability to actively communicate, promote and support programs to internal and external audiences; ability to think quickly, respond to rapidly changing conditions with precision and accuracy and utilize best-practice communications theory and principles when addressing issues and developing strategies; ability to track and manage numerous significant issues simultaneously and ensure deadlines are met and details are addressed.

Public Service Company of New Mexico
LIAISON, STAKEHOLDER RELATIONS **2018**
New position, specifically created with my competencies in mind, in order to nurture a strong relationship between the Company and the environmental, low-income, and business communities, and to increase awareness and develop a positive corporate image by creating and executing effective communications through targeted community relations programs.

TASKS INCLUDED: Coordinate public relations activities in the environmental and business sector, as well as with low-income advocates; assist in the creation and implementation of regulatory and legislative communications; assist in the development of a corporate communications plan including strategy, goals, budget and tactics; create media relations strategy, seeking high-level

placements in print, broadcast, and online media; direct social media team, both internally and with external partners to engage audiences across traditional and new media; coordinate, develop and manage PNM Team Green and PowerTalkers; leverage existing and cultivate new environmental, low-income, and business community relationships; build positive relationships with thought leaders to grow industry awareness; evaluate opportunities for partnerships, sponsorships and advertising In an on-going basis; manage inquiries and interview requests; create content for press releases, byline articles, and keynote presentations; monitor, analyze and communicate results on a quarterly basis; maintain a keen understanding of industry trends affecting customers and stakeholders and make appropriate recommendations regarding communication strategy.

COMPETENCIES: Knowledge, understanding, and commitment to express and implement Company vision and goals; proven working experience in communications; ability to think quickly and respond to rapidly changing conditions with precision and accuracy; ability to track and manage many significant issues simultaneously, ensure deadlines are met and details are attended to; ability to establish and maintain positive working relationships; ability to actively communicate, promote and support programs to internal and external audiences; ability to utilize best-practice communications theory and principles when addressing issues and developing strategies with management, workforce, outside organizations, agencies and media; ability to multi-task and effectively manage time in a dynamic environment; ability to analyze successes and failures to identify opportunities for improvement.

Public Service Company of New Mexico
CORPORATE COMMUNICATIONS REPRESENTATIVE **2016 – 2018**
Under limited supervision, lead the development and execution of internal and external communication strategies for PNM Resources and its subsidiaries. Promote creative, highly organized and proactive internal and external communications strategies.

TASKS INCLUDED: Coordinate development and execution of communications strategies to convey PNM Resources and subsidiaries visions, objectives and strategies while working with the communications team; lead and support continuous improvement of communications processes and their effectiveness; address and deliver Company issues to employees and clarify and explain strategic issues and explain to external audiences, including media; research, write and edit articles, speeches, news releases and other communication documents for presentation to key internal and external stakeholders; oversee content development to support communications efforts in collaboration with website manager; on request, manage video and webcast projects; create communications plans and materials; function as a leader within a team to manage and execute various communications projects; guide efforts to identify, strengthen and expand collaborative commmunity relations with critical stakeholders; lead the development of strategies to enhance external recognition for positive corporate initiatives; identify potential Company issues and develop and implement proactive communication strategies; coordinate efforts with interdisciplinary teams to identify and deliver issues, management recommendations, strategies and plans; provide communications consultancy to support functions of business units; identify new practice vehicles to help drive culture change and engage with Company leadership and workforce.

COMPETENCIES: Knowledge, understanding, and commitment to express and implement Company vision and goals; advanced verbal and written communications skills; highly motivated team player; advanced organizational, technical and documentation skills; video production skills; ability to function as the subject matter expert within cross-Company disciplines and workgroup; advanced interpersonal skills and professionalism in dealing with various individuals; action-oriented, detail-oriented, goal-oriented and budget-oriented; ability to make independent decisions and demonstrate leadership; ability to meet deadlines and work effectively and independently with limited supervision; ability to communicate using a variety of media through an innovative mix of traditional and non-traditional communications.

Public Service Company of New Mexico
COORDINATOR, LOCAL GOVERNMENT AND COMMUNICATIONS LEAD **2014 – 2016**
Build trusting relationships with local government officials, staff and community leaders and

an external broad-base coalition of stakeholders and grass roots initiatives to inform and educate on Company and industry issues and create a positive outcome. Manage multiple large communities within the Company operating and service territories with issues that influence state, local and federal programs. Possess the ability to impact positive outcomes for the Company related to local governments, business and community organizations and improve trust and stakeholder relationships. Directly impact revenues, sales, budget, and regulatory reviews, resolutions, ordinances, legislation, impact costs, fees, permits and Company image.

TASKS INCLUDED: Development and maintenance of relationships with local elected officials, appointed officials, and local government staff members; attendance at city/county meetings to educate, update and inform attendees on Company and industry issues and topics; provide talking points and white paper to elected officials and their staff; meet one-on-one with elected officials and staff regularly and assist them with constituent issues and local government projects related to the Company; develop, build, maintain and expand relationships with political stakeholders and nonprofit associations engaged in politics and policy; build a broad-base coalition and network with traditional and nontraditional allies; assist Company departments in navigating the political environment, community opposition and local government barriers; set up meetings with external stakeholders and Company officials to ensure that the Company is talking to the appropriate person(s) in government.

COMPETENCIES: Strong research, analytical and problem-solving skills; advanced consulting skills, computer skills and social media experience; Involvement in the political process and local government experience; ability to understand and assimilate complex technical information; ability to maintain positive and productive working relationships with various individuals and groups; ability to understand and manage business situations, develop and execute strategies and manage conflict and competing interests; ability to manage, plan and organize several concurrent complex activities under severe time constraints; ability to solve problems strategically by understanding the Company position, the political environment and the stakeholders' needs and craft solutions that don't negatively impact the Company and external relationships; ability to simplify the Company technical message in a way that can be easily and quickly understood by elected officials and external stakeholders; ability to listen effectively and evaluate concerns and determine real issues; ability to develop political communication messaging.

Santa Fe Hispanic Chamber of Commerce **2016 – 2018**
PRESIDENT
Created a vibrant public presence for and increased membership in a Santa Fe membership organization tasked with representing local Hispanic-owned businesses. Organized monthly membership after-hours staged at member businesses to which the public was invited, providing valuable exposure and brand recognition for member businesses.

The Burning of Will Shuster's Zozobra
EXECUTIVE DIRECTOR **2012 – Present**
As a long-term member of The Kiwanis Club of Santa Fe, I was called upon in a time of crisis to restore the traditions and integrity of the Club and its premier event, 'Zozobra,' to the citizens of Santa Fe. After extensive research and gathering of evidence, I developed a plan involving conscientious and continuous community outreach, social and traditional media and personal interaction in order to help restore actual and perceived damage to the Club and event. Team-building exercises were used to restore the fractured Club. Concrete results have been the citywide embrace of the Kiwanis Club and the restoration of 'Zozobra' as an iconic, cherished tradition, with the promotion of the event as a successful and annually expanding economic driver for City tourism to continue generating OTAB and tax revenues from visitors.

Obama for America 2012
NEW MEXICO STATE DIRECTOR **2010 – 2012**
After the rollout of names assigned to national constituency groups, I realized that New Mexico's unique history and culture did not lend itself to the chosen nomenclatures. I fought vigorously for

a waiver from the national requirement to use assigned stakeholder names in order to respect New Mexico's deep-rooted cultures. After sharing these concerns with the national campaign, I successfully lobbied for the use of campaign tactics and messaging that addressed these specific issues in order to ensure that the State of New Mexico electoral votes would be awarded to the President. I assisted and developed multiple visits to New Mexico by POTUS and VPOTUS in coordination with the National Campaign, the White House, the Secret Service and others in order to create awareness and recognition of the needs of New Mexico voters. Planning included site selection with security concerns being paramount, in coordination with media and various interested parties. Strategies to achieve the re-election of the President included the use of social, traditional and non-traditional media. I was responsible for coordination of a large volunteer and paid staff and acted as the primary contact between the State Organization and the National Campaign. The state campaign I organized played an active and critical role in securing the first re-election endorsement of the President by a Native American governing body.

Obama for America 2008
REGIONAL FIELD LEAD FOR RIO RANCHO **2008 – 2010**
The field department focuses on "on-the-ground" organizing that is required to personally contact voters through canvassing, phone calls and building local events. Voter contact helps construct and clean the campaign's voter files to help better target voter persuasion and identify which voters a campaign most wants to bring out on election day. The field is also tasked with running local "storefront" campaign offices, as well as organizing phone banks and staging locations for canvasses and other campaign events. We exceeded our vote totals to create the largest swing district from Republican to Democrat in the United States and were personally thanked by newly-elected President Obama when he chose Rio Rancho High School for a March 2009 speech as a Thank You to my staff and volunteers.

RELATED EXPERIENCE AND PROFESSIONAL DEVELOPMENT

City of Santa Fe Office of Emergency Management
INCIDENT MANAGEMENT TRAINING **2016**
Incident training program organized by the City of Santa Fe Office of Emergency Management. This was a coordinated exercise including emergency management staff, fire, police, telecoms, utilities, medical professionals and the ARES radio team to address potential issues resulting from natural disiaters, biological incidents and terrorism events. This was an in-depth course that took place over sixteen weeks and included strategizing and role-playing techniques.

Public Service Company of New Mexico
ENERGY EXECUTIVE TRAINING PROGRAM **2019**
Six-week highly selective intensive executive training program addressing all sectors of the U.S. energy economy and its future. 80% of the course was tightly focused on executive management training.

RGS LEGAL
OWNER & CEO **2003 – 2007**
Bankruptcy law firm in Seattle, WA, with 20 employees and a client load of over 2,000, ranked as one of the top bankruptcy firms in the Seattle area.

The White House
RESEARCHER **1993 – 1994**
Compile data and analysis from federal agencies to report back to constituents on their concerns.

Office of Senator Pete V. Domenici (NM-R)
INTERN **1992 – 1993**
Attended committee meetings and took notes on behalf of the Senator. Attended senior staff meetings and maintained oversight of elevated constituent conflicts with federal departments.

REFERENCES AVAILABLE ON REQUEST

M.C.
DJ
POET
PROMOTER
LABEL OWNER

COMMUNITY WORK

(Santa Fe, NM)

Board Memberships

- Vital Spaces, Santa Fe, NM (Current)
- Warehouse 21 Santa Fe, NM (2017)

Leadership

- Initiated yearly backpack / school supply drive (in collaboration with Communities in Schools NM)
- Organizer and co-facilitator of various youth workshops (Zine making, youth media, beat making)
- Spearheaded multiple fundraisers for local causes (classroom supplies for teachers, food gift cards for families in need, backpacks for the homeless)

Community Events

- Producer & Host "I Got a Story to Tell" (Live storytelling event)
- Event promoter/DJ for various dance parties

ADDITIONAL SKILLS

- Event promoter
- Community engagement
- Organizer
- Music Producer
- Stage Management
- Attention to detail

raashan ahmad

My art takes its cue from the Emma Goldman quote, "If I can't dance, I don't want to be a part of your revolution." I combine my story and stance on social, political and cultural issues via the spoken word (in all its forms) with various rhythms and musics from across the globe. My career as a recording artists spans close to two decades. I have released 14 studio albums and toured nationally & internationally, all while staying close to my roots and passion by giving back as a mentor/volunteer and being in service to my community at home in Santa Fe, NM

SELECT ACCOMPLISHMENTS

Seminal Performances

- Headline performance at the world famous "Billboard Live" in Tokyo, Japan (2008)
- Represented the United States as a musical ambassador at the World Social Forum in Porto Alegre, Brazil. (2009)
- Featured at the BBC Radio's "Worldwide Awards" in London. (2010)
- Invited to Artist residency for the Babel Med Music Festival in Oran Algeria and Marseille France (2013)
- Featured guest & collaborator - WARHOL & BASQUIAT (exhibition) at The Kunstforum Gallery in Vienna Austria (2015)
- Headline performance w/ the National Symphony Orchestra of Colombia & Choir, (2016)
- Performed and recorded a full length live album with Szczecin Philharmonic Symphony Orchestra in Szczecin Poland (2017)
- First DJ invited to the inaugural "AFROPUNK" festival in Dakar, Senegal (2018)

Media Coverage

- Awarded "Album of the Year" - Hangtime Music Awards (Marseille France) (2011)
- "The King" Cover story in the Santa Fe Reporter. Santa Fe, NM (2020)
- "US artist Raashan Ahmad on exploring different genres" Live interview on France 24 (reaching over 20 million viewers) (2019)
- "West Coast MC Raashan Ahmad presents his new album, The Sun" Featured article in Pan-African Music (2019)
- "Bringing light into the darkness" World Music Matters" spotlight on RFI (France, Africa, Europe) (2019)

EXPERIENCE

DRUG POLICY ALLIANCE (DPA)

Senior Director, Resident States and Municipal Drug Strategy, November 2015 – Present & State Director, New Mexico Office February 2010 – Present

State Director: Responsible for overseeing the NM Office's state and local drug policy legislative, advocacy and programmatic efforts, including communications, fundraising, strategic planning and management of the NM budget and staff. Policy issues include: reducing overdose death, expanding harm reduction, prevention and treatment services, treatment instead of incarceration, cannabis reform, and criminal justice reform.

Senior Director: Responsible for supervising DPA resident policy offices (CA, National office in D.C. and NY) as well as guiding DPA's effort to partner with local communities to work from a public health, racial justice and human rights framework.

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

Acting Director, New Mexico's Office of Health Care Reform
Responsible for the oversight and management of all New Mexico's health care reform planning activities related to the implementation of the federal Affordable Care Act, including: staffing the State's health care reform task force; monitoring and responding to federal grant opportunities; convening and facilitating stakeholder groups; designing requests for proposals; managing planning contracts; writing the state's health care reform roadmap; presenting at legislative hearings; and, briefing the Governor's transition team on health care reform activities.

Director of Policy and Planning, Office of the Secretary October 2008 – January 2010
Responsible for the development of aging and disability policy for the New Mexico Aging and Long-Term Services Department (ALTSD), including: monitoring, analyzing and reporting on relevant federal and state legislation and best practices; providing legislative testimony and public presentations to key audiences; developing and implementing expansion strategies in emerging research areas; developing and fostering stakeholder networks and relationships; liaising with state and federal policy makers and government officials; working with ALTSD partners to develop and implement policy; helping ALTSD staff to identify and approach potential funding sources; providing guidance in the development and enhancement of ALTSD programs; and, providing leadership in short and long-range strategic planning.

Acting Division Director, Consumer & Elder Rights, March 2008- July 2009
Responsible for administrative oversight of the Aging and Disability Resource Center and the Community Advocacy Bureau which includes the health insurance and benefits counseling program, Medicare anti-fraud program, prescription drug outreach program, and HIV/AIDS Advocacy program. Project Director for the Centers of Medicare and Medicaid Services (CMS) System Transformation Grant (STG). Responsible for $2.3 million budget, 35 employees, and 150+ volunteers statewide.

Deputy Division Director, Consumer & Elder Rights, February 2006-March 2008
Responsible for the administrative oversight of the Aging and Disability Resource Center (ADRC) and the continued development of the ADRC as the comprehensive statewide single point of entry system for the home and community-based service system, adult protective services system, public benefit system, and other social service systems.

PRESBYTERIAN MEDICAL SERVICES, SANTA FE, NM

Planning & Development Manager, August 2002- January 2006
Responsible for the coordination of organization-wide health and human service program, policy and strategic planning activities, community development activities and grant proposal development for federal, state and private funding sources; proposal budget preparation; research; and, grant reporting. Responsible for solicitation of over $30 million in grant funds and management of 125 funding contracts.

UNIVERSITY OF WASHINGTON'S RURAL HEALTH RESEARCH CENTER, SEATTLE, WA

Research Assistant, November 2000-June 2002
Applied writing and research skills to assist with the following health policy projects: The Role of International Medical Graduates in Rural America; Availability of Specialty Health Care for Rural American Indians and Alaskan Natives; and, Rural Urban Community Area (RUCA) Development Project.

PRESBYTERIAN MEDICAL SERVICES, SANTA FE, NM

Contracted Grant Writer, June 2001-August 2001
Coordinated and wrote: 1) $3 million Budget Period Renewal funding proposal for primary care services under the Bureau of Primary Care's Section 330 (e) Community Health Center and the Healthy Schools, Healthy Communities program; and, 2) the N.M. State Rural Primary Care Act Contract Action Plans.

Grant & Contract Coordinator, July 1997-July 2000
Grant proposal development for federal, state and private funding sources; proposal budget preparation; research funding opportunities; grant reporting activities for over 125 funding contracts. Accomplishments: submitted 100 funding proposals (primary author for 40+); Assured funding for 88 (88% success rate). Other accomplishments: Management Team Member and member of the organization-wide strategic planning and rural health program planning process.

EDUCATION

University of Washington, School of Public Health and Community Medicine, Seattle, WA
Master of Health Care Administration (MHA) 2002 (Concentration: Rural Health Policy)

Beloit College, Beloit, WI
B.A. Sociology (concentration in health and society), Health Care Studies Minor, May 1997
Graduated with honors, Cum Laude

Centro de Lenguas Intercambio Cultural, Sevilla, Spain
Intensive Spanish Program, November 1995

PUBLICATIONS

DPA report: *Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local.*

Hagopian A, Thompson MJ, Kaltenbach E, Hart LG. *Health Departments' Use Of International Medical Graduates In Physician Shortage Areas. Health Affairs*, September/October 2003; 22(5): 241-249.

Hagopian A, Thompson MJ, Kaltenbach E, Hart LG. *The role of international medical graduates in America's small rural "critical access" hospitals. CAH/Flex National Tracking Project: Findings from the Field.* 2003; 3(1).

"Ethical, Legal and Social Implications of Genome Research," *Molecular Medicine Today*
Vol. 1, December 1995, 393-437

COMMUNITY CONTRIBUTIONS

New Mexico Voices for Children Action Fund
President, 2020 - Present

Children's Workshop, Cerrillos, NM
Board Treasurer, 2000 - Present

Project Access, Santa Fe, NM
Board Secretary, 2006- 2015

UNM Prevention Research Center's Community Advisory Council
Council Member, July 2008- 2012

Women's Health Services, Santa Fe, NM
President, Board of Trustees
Board member since June 2002 & President from June 2006 to June 2010

References Available Upon Request

BRUCE FINGER

Objective

To assist the city of Santa Fe's Police Task Force determine if there are alternative means to provide police services.

Education

Attended Harper Community College, Palatine Illinois, 1973-1975, graduated with an Associate of Applied Science degree in Criminal Justice.

Attended Western Illinois University, 1975-1977, graduated with a Bachelor of Science Degree in Law Enforcement Administration, with a Security Administration Minor.

Employment

Hired by the Chicago and North Western Railroad police department as a Security Officer in June 1977. Duties included monitoring the inbound and outbound traffic at a Chicago intermodal railyard.

Promoted to a Special Agents position in January 1979. Duties were to provide security and protection for C&NW RR employees, patrons, and lading. One of my assignments was to provide police service at the Ogilvie Transportation Center, where the railroad moved over one hundred thousand passengers a day. I was a commissioned police officer in the state of Illinois. I attended basic training at the Police Training Institute at the University of Illinois.

I was promoted to Lieutenant, in August of 1989, responsible for a shift of seven special agents.

I moved to a training position when the Union Pacific Railroad acquired the C&NW RR in April of 1995. I was responsible for the training of 23 agents in, firearms, defensive tactics, safe driving, and first aid.

In 2008 I was promoted to the Training Directors position and moved to Omaha NE. My duties included supervising/supporting the instructors in the field, who trained over 200 special agents. I was a part of the departments administrative staff and was directly involved in policy making for training.

I retired in July 2015 after 38 years of service and moved to Santa Fe NM.

Certifications

I currently hold a Level One, Two and Three certificate to teach Security Officers by the New Mexico Regulation and Licensing Division.

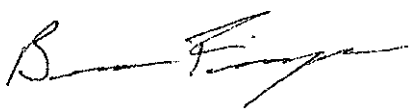
I am certified by A.S.P. as a Tactical Weapons Instructor and Sabre Red/Personal Safety Products as a O.C. Pepper Spray instructor.

Attended the New Mexico Law Enforcement Training Academies firearms instructors course on 9/17/2019, updating my training to teach Level 3.

Additionally in October 2019, I was awarded a 5th Degree Masters rank in the traditional Korean martial art, Tang Soo Do. Along with the physical test, I was required to write a twenty thousand word thesis, my topic was the effects of stress on the body, and what training can be done to help reduce its effects.

References on request.

Thank you,



Monica A. Ault, J.D.

EXPERIENCE

Fines and Fees Justice Center, Santa Fe, NM
New Mexico State Director, April 2020-present
Design campaigns and build support for FFJC's reform efforts in NM. Build and manage a network of law students, organizers, and sub-grantees. Conduct and oversee legal work, data gathering, research, and legislative drafting to support campaign strategies. Work with state and local legislators, and justice system stakeholders, to develop and support appropriate policy, including developing strategic campaigns to support legislation, and draft legislation to implement reforms.

Monica Ault Law, LLC, Santa Fe, NM
Attorney and Sole Proprietor, April 2019-present
Provide criminal defense for citizens in the First Judicial District. Contract counsel for the Law Offices of the Public Defender, "LOPD". "Legal Navigator," for both criminal and civil legal issues, for individuals participating in Rio Arriba County's "Re-route" program, which provides services to heroin users. Consults on issues of criminal law, corrections and drug policy.

New Mexico State Senate Judiciary Committee, Santa Fe, NM
Bill Analyst, 2019 and 2020 Legislative Sessions
Review and re-draft bills on a wide variety of topics, with particular expertise in criminal law, and drug and health policy. Research issues and prepare comprehensive, yet concise, legal and policy analyses for Committee members.

New Mexico Center on Law and Poverty, Albuquerque, NM
Staff Attorney with the Public Benefits Team, July 2018-January 2019
Identified and addressed problems that made it difficult for eligible people to enroll in and renew their public benefits. Worked directly with state program administrators to implement improvements in policies and practices to maximize New Mexico's use of federal funds. Educated policy makers and the public about the impact that benefits programs have on low-income individuals, the state's economy and our healthcare system. Provided education, information and training to ensure clients and their advocates know about their eligibility for the programs and how to apply.

Chainbreaker Collective, Santa Fe, NM
Board President, December 2014-December 2015; *Board Secretary*, January 2016-Present
Chainbreaker works to expand access to affordable transportation and support economically and environmentally sustainable communities for low-income people in Northern New Mexico.

Law Offices of the Public Defender (LOPD)-Trial Division, Santa Fe, NM
Associate Trial Attorney, September 2014-July 2018
Represented low-income community members charged with misdemeanor and felony crimes in the First Judicial District. Ensured that due process rights were observed in all proceedings; met with clients, filed and argued motions, investigated cases, interviewed witnesses, conducted hearings and trials; researched the state and federal Constitution, N.M. statutes, NM Administrative Code, Supreme Court and Court of Appeals decisions, rules of procedure and rules of evidence; analyzed the probable outcomes of cases, using knowledge derived from investigation and case law, to determine whether a client should enter into a plea or go to trial; represented the LOPD in various behavioral health and criminal justice policy settings.

Law Enforcement Assisted Diversion program (LEAD), Santa Fe, NM
Voting member of the Policy and Case Coordinating Committees, March 2016-July 2018

Participated in the day-to-day functioning of the program. Ensured law enforcement adherence to the tenants of the program as listed in the protocols and MOU. Advocated for pre-booking diversion programs on a national and local level by engaging with lawmakers and community stakeholders.

Drug Policy Alliance (DPA), Ralph Abascal Law Fellow, Santa Fe, NM
Law Fellow, September 2013-September 2014

Successfully implemented a pre-booking diversion program, aka "Law Enforcement Assisted Diversion" program (LEAD) in Santa Fe New Mexico. Collaborated with local stakeholders to develop and design a LEAD program that includes a refinement of goals; implementation procedures; evaluation and data gathering; culturally appropriate services; and sustainable funding. Maintained all materials created for the program and synthesized them into a user-friendly implementation guide. Created police officer, district attorney and treatment provider trainings. Analyzed, drafted, and supported legislation addressing various subjects, including LEAD, drug sentencing reform, harm reduction, and asset forfeiture. Effectively articulated legal and policy strategies to DPA staff and to the public. Engaged in media and community outreach.

General Assistance Advocacy Project "GAAP", Homeless Legal Services, San Francisco, CA
Volunteer, 2012-2013

Provided education and advocacy to homeless and marginally housed clients in the Tenderloin neighborhood of San Francisco. Performed outreach at the St. Vincent De Paul homeless shelter and provided general legal assistance and referrals. Cleared in-state and out-of-state arrest warrants.

Civil Justice Clinic, Group Advocacy, UC Hastings College of the Law, San Francisco, CA
Group Advocate, Legal Services for Children, January 2012-May 2012

Redesigned school discipline systems to incorporate restorative justice principles and practices. Researched innovative approaches to discipline in school districts across the country. Collaborated with local groups and communities to develop discipline philosophy. Drafted a restorative justice manual for pilot program in the Mount Diablo School District.

EDUCATION

University of California, Hastings College of the Law, San Francisco, CA
Juris Doctor, Social Justice Focus, 2013

- Cali Award for Academic Excellence The Civil Justice Clinic, Group Advocacy, 2012
- Cali and Witkin Awards for highest grade Social Justice Lawyering Concentration Seminar, 2012
- UC Hastings Award for Academic Excellence in Multiple Clinics, 2013
- Ralph Abascal Law Fellowship, 2013
- External Vice President of Law Raza, 2011-2012; Member 2010-2013
- Vice President of Native American Law Students Association, 2011-2012; Member 2011-2013

University of New Mexico, Albuquerque, NM
B.A., American Studies, *magna cum laude*, 2007

CERTIFICATIONS/LICENSES

New Mexico Bar License #145767, 2013
TEFL/TESOL Certification to teach English as a foreign language, 2008

MARCELA DÍAZ

RELEVANT PROFESSIONAL EXPERIENCE

1998-PRESENT **FOUNDING EXECUTIVE DIRECTOR,** Somos Un Pueblo Unido
Somos is a statewide immigrant-based organization that works to advance racial and worker justice in New Mexico

2014-2018 **COMMUNITY CONFERENCING FACILITATOR,** Common Ground Restorative Justice Services
Facilitated restorative justice conferences with young people coursing through the criminal justice system, harmed parties and community members

EDUCATION

1997 **BACHELOR OF ARTS, HISTORY,** COLUMBIA UNIVERSITY
1996 **CUNY STUDY ABROAD PROGRAM,** UNIVERSIDAD DE CHILE, SANTIAGO

TRAINING PROGAMS

2018 Common Ground Mediation Services, Santa Fe, NM, 40-hour Divorce Mediation Training
2015 American Council on Germany Immigration Study Program
2015 Longmont Community Justice Partnership, Longmont CO, Community Group Conference Facilitator Training (16 hours)
2014 Common Ground Mediation Services, Santa Fe, NM, 40-hour Basic Mediation Training
2013 Midwest Academy, Chicago, IL, Supervising Organizers Training (1-week)
2003 The Grantsmanship Center, Santa Fe, NM, Strategic Fundraising Training
2001 Midwest Academy, Chicago, IL, Community Organizing Training (1-week)
1998 Center for Third World Organizing, Albuquerque, NM, Community Action Training

VOLUNTEER & LEADERSHIP EXPERIENCE

2019-PRESENT Fair Immigration Reform Movement Coalition, Executive Committee Member (Elected)
2019-PRESENT NM Statewide Census Complete Count Commission, Chairperson of the Minority, Vulnerable & Underrepresented Communities Subcommittee (Governor-appointed)
2019-PRESENT Santa Fe County Complete Count Committee, Member (Commission-appointed)
2018-PRESENT Santa Fe Municipal Drug Strategy Taskforce, Chairperson of Prevention Subcommittee (Mayor-appointed)
2005-PRESENT *Nuestra América* Weekly Public Radio Talk Program, KSFR 101.1 FM, Co-host
2003-PRESENT City of Santa Fe Immigration Committee, Member (Mayor-appointed)
2017-2018 Labor Research Action Network, Advisory Committee Member (Elected)
2017 Santa Fe Mayoral Transition Working Group, Public Safety Committee Member
2015 Monte de Sol Charter School Mentorship Program
2014 City of Santa Fe Police Chief Citizen Screening Committee, Member (Mayor-appointed)
2012-2014 New Mexico Attorney General's Task Force on Wage Theft, Member (AG-appointed)

2013-2014	City of Santa Fe Law Enforcement Assisted Diversion Task Force, Member (Mayor-appointed)
2008-2012	Immigrant Organizing Committee, Fair Immigration Reform Movement, Member
2003-2008	Santa Fe Living Wage Network Steering Committee, Member
2004	Forum for Mexican Leaders in the Exterior, Mexico City
2000-2003	*ENLACE Comunitario*, Secretary (Albuquerque agency providing services to immigrant survivors of domestic violence)
2000-2002	Immigrants' Rights Community Council (Albuquerque), Member
2001-2002	Committee for Educational Improvement, Member (Committee overseeing Price Water House Cooper audit of the Santa Fe Public School District)
2001	National Immigrants' Rights Working Group Member & NGO Delegate, UN World Conference Against Racism, Durban, South Africa
1999-2002	American Friends Service Committee--New Mexico Area Committee, Member

AWARDS & HONORS

2018	Legacy Award, ACLU of New Mexico
2017	Sprit of Hope Service Award, New Mexico Voices for Children
2016	Distinguished Community Service Award, Unitarian Universalist Congregation of Santa Fe
2015	Excellence in Community Service, Mexican American Legal Defense Fund
2009	Grassroots Leadership Award, *De Colores* Hispanic Cultural Festival
2008	*Celebramos La Mujer Latina* Award, New Mexico LULAC
2007	"One of Twenty Intriguing Santa Feans," a distinction given by culture and arts magazine *The Santa Fean*.
2006	*Premio Ohtli*, Secretariat of Mexicans in the Exterior
2002	Beloved Community Award, Theater Residency Project

PRESS INTERVIEWS

1999-Present	Interviewed by several local, national and international news outlets including CNN, BBC, New York Times, Univisión, Telemundo, O Globo, Bloomberg, Colorlines, Yes! Magazine, Labor Notes, EFE News Agency, The Financial Times, Reuters, Wall Street Journal and the Associated Press.

Naja Druva LPCC

Objective

Seeking appointment to the Community Health and Safety Task Force

Key Qualifications

- LPCC independent counseling licensure
- Trauma Resource Institute- Trauma Resiliency Model level I and II
  http://traumaresourceinstitute.com/trauma-resiliency-model-trm/
- 7 years working with New Mexico children and family systems

Work Experience

Las Cumbres Community Services November 2018 - Current
Therapist

- Providing clinical services to the CYFD Judicial District 1 Infant Team.
- Psychosocial assessment.
- Administering Infant mental health and family counseling.
- Report to CYFD and Child Protective Services.
- Testify in Family Court hearings.
- Formation and leadership of Race and Social Justice Committee.

Solutions Recovery Center May 2017- November 2018
Outpatient Therapist

- Facilitation of 6-8 group therapy sessions a week in their Intensive Out Patient (IOP) and Out Patient (OP) programs.
- Provide individual, family and couples counseling.
- Conduct intake assessments, as well as create service and safety plans for potential clients.
- Created curriculum for and implemented their OP recovery program to serve working adults and those who cannot afford an IOP Experience.

Equest Counseling Center April 2016- May 2017
Therapist

- Provide individual, family, and couples counseling with appropriate documentation and billing.
- Facilitate IOP recovery group counseling sessions once a week.

Agave Health March 2014 - April 2016
Therapist I

- Provide individual, family, couples, and group counseling including completing intake assessments, service and safety plans.
- Created and co-implemented "Los Compadres", an adolescent male therapy group geared toward building social and life skills.
- Created and conducted an all-staff training on effective organizational communication.

Agave Health/Teambuilders April 2013- March 2014
Family Services Specialist and Therapy Intern

- Work with families who have a child with an SED (serious emotional disorder) diagnosis to build

skills such as coping, self-regulation, and empowerment.
- Assist families in accessing community support systems.
- Advocate for clients and their families to schools, Medicaid officials, and law enforcement agencies.

Southwest Care Center June 2011- April 2013
HIV+ Case Manager

- Performed income calculation and assessment of eligibility for health insurance applications.
- Helped coordinate AIDS awareness and LGBTQ advocacy events in the community.
- Maintained client enrollment in NM Dept. of Health assistance programs.
- Provided emotional support for clients.

Education

Masters Of Counseling March 2014
Southwestern College

- Graduated with a 3.98 GPA
- Research focus in sex, gender, and relationships

References

Annie Rasquin
Clinical Supervisor, Agave Health (505) 603-0223

Chris Webber
Director of Social Services, Southwest Care Center (402) 239-8962

Tina Sanchez
Program Director, Solutions Treatment Center (505) 919-9502

MARY ANN MAESTAS

EDUCATION

University of New Mexico, Albuquerque, NM
Masters of Community and Regional Planning, August 2020 - Present

Smith College, Northampton, MA
Bachelor of Arts, May 2015

WORK EXPERIENCE

Earth Care, Santa Fe, NM
Campaign Organizer, September 2018 - Present
-Coordinate trainings with and for youth, including on the subjects of climate change, racial justice, social justice issues
-Manage and prepare communications for press, supporters, community members
-Assist with strategic planning to ensure achievement of campaign goals and objectives
-Coordinate the Santa Fe Mutual Aid Network and member's involvement

New Mexico State Legislature, Santa Fe, NM
Legislative Assistant, January - February 2020
-Provide legislative support for legislators including telephone coverage, maintaining a filing system, tracking legislation
-Provide constituent services

American Civil Liberties Union of New Mexico (ACLU-NM), Albuquerque, NM
Field Organizer, September 2018-September 2019
-Planned and executed trainings, workshops and policy department events with a focus on criminal justice reform and reproductive rights
-Recruited and trained advocates and healthcare professionals to advocate for civil liberties and rights policy change
-Managed and prepared communications and data summaries for the policy and advocacy department

Earth Care, Santa Fe, NM
Program Coordinator, August 2017 - September 2018
-Coordinated logistics for Youth Allies, the Action Network, and other programs
-Coordinated recruitment and follow-up with 100+ high school youth
-Coordinated and supported the active participation of Youth Action Network participants in Earth Care campaign work
-Coordinated and managed organizers in a voter education and engagement campaign

Santa Fe Farmers Market Institute (SFFMI), Santa Fe, NM
Earth Care Americorps Member: Food Justice & Environmental Stewardship Cadre, January 2016 - September 2017
-Maintained and developed partnerships with organizations for promotion of Farmers' Markets
-Conduct outreach for the SNAP community, which resulted in increased use of Double Up Food Bucks
-Assisted with data reporting for municipal and state grants
-Collaborated with AmeriCorps Food Cadre members on community projects
-Planned, facilitated, and tracked the results of workshops for SFFM members
-Documented farmer stories for microloan reports
-Conducted outreach to increase attendance at the Mercado del Sur Farmers Market

TRAININGS

Emerge New Mexico, Albuquerque, NM
Graduate, 2019
Emerge NM is a six-month candidate training program for self-identified women in New Mexico. I completed the program in 2019 alongside 49 other women in New Mexico.

Re:power Academy: Electoral Campaign Management Training, Santa Fe, NM
September 2019
National trainers affiliated with Re:power led a two day training on electoral campaigns designed to teach key skills for electoral campaign managers.

Midwest Academy Organizing for Social Change, Chicago, IL
August 2018
Midwest Academy's five-day training provides concrete skills as well as a framework for thinking about how to do effective progressive organizing. The training provides a framework for critical and constructive thinking about how to achieve the goals of your particular organization, constituency, issue mix, and social and political context.

SKILLS

Computer Skills: Microsoft Office Programs, Google Suite, ArcGIS (Beginner), iMovie, GarageBand, Nationbuilder, VAN, Canva, Hustle, GetThru Text, Social Media
Grassroots Skills: Canvassing, phonebanking, recruitment

Mary Louise Romero

Professional Objective
To explore a challenge with an organization that places priorities on integrity, initiative and quality practices in the field of prevention, restorative justice, and building healthy communities.

Summary of Qualifications
A highly motivated, ambitious, self-starter, versatile and committed as an educator, community advocate, peace maker, and facilitator. Trained/certified in the following; Restorative Justice, Mediation, Peer Mediation, Why Try Facilitation, Life Skills Facilitation, Second-Step, train the trainer instruction, experiential learning, team building, and support group facilitation. Experience in a variety of multicultural settings, ready to create and support positive changes in our community. Seasoned in développing a positive rapport with the community, through truth, accountability, support, trust, and empowerment. A gregarious, dynamic, enthusiastic, dedicated, loyal, team player, looking to be the change we are trying to create. Trilingual- Spanish, American Sign Language and English.

Professional Experience
Santa Fe Public Schools
2017- Present
District, Restorative Justice Coordinator, Please see to attachment

Intensive Community Monitoring Program/JPO
1999 – 2017
This program was funded by CYFD through the Juvenile Justice Board. This program works in liaison with Juvenile Probation Office and the 1st Judicial District Children's Court Judge Mary Marlowe. This position allowed for the opportunity to work as a Youth Advocate/Coach/Mentor, with clients from first hearing until final adjudication. The focus was to guide and direct clients by providing them with encouragement and skill building tools including life-skills, build healthy relationships, developmental assets, using motivational interviewing techniques to guide direct, support and seek the best practice service for each client. Clients showed great improvement with attendance at school and most importantly not reoffending. The program was effective in re-connecting students with to school, including rebuilding relationships with teachers and other adults. Youth advocacy, included, bridging youth with an educational setting, tutoring services, mediation services, case management, supervision in community and support was provided to all clients involved in the program. Clients are visited daily at home, school and work and in the community. This program collaborated with the Santa Fe Public Schools, courts, local youth organizations, local businesses, mental health organizations etc. The programs mandate, was to lower recidivism by 10%. The programs success was evaluated yearly. It over exceeded the goals by lowering recidivism by 90%.

2005- 2016 Restorative Justice Program
Contract employee for Outcomes Inc. Program Coordinator for Victim Offender Restorative Justice Program. Conducted approximately 150 Restorative Justice sessions per year. Referrals came from Juvenile Probation

office. This program created a safe space allowing victims a voice and offenders an opportunity to "make things right and repair the harm".

2004-2009 Mediation/Restorative Justice Instructor

Santa Fe Community College class 21 students @ Santa Fe High School. This class was trained to facilitate peer mediation and community, Restorative Justice circles. The students assisted and supported students who violated the code of conduct. The students also, worked with elementary and middle schools. Students were given the opportunity to make things right by recognizing the harm and direct affected family, teachers, community and victims. In 2008 Restorative Justice was adopted into SFPS's code of conduct of.

1995 – 2012

Trainer contracted by the City of Santa Fe, Teen Programs. This training is tailored to train and prepare summer staff to run support groups, facilitate mediations, mentor and create a culture that best serves adolescent clients. The training includes experiential learning the framework is based on building healthy relationships with adolescents and families served in the community.

Outreach Coordinator
1998 – 2001

Youth Works Non-Profit Organization Siler Road 989-1855

Facilitated support groups in 4 elementary schools for children from divorced parents. Outreach work in government housing, focusing on teaching violence prevention program, conducted mediations, facilitated support groups, reading programs, facilitated curriculum at Santa Fe Public Schools including 4 middle schools and elementary level, science based violence prevention program and Life Skills, (Drug Prevention Program). Conducted mediation in schools including conflicts with students, parents and teachers. Set up workshops to facilitate, coach, and prepare peer mediators for school mediations.

Public Schools/ Private Schools
1998 – 1999

Substitute Teacher - Santa Fe, Pojoaque, Espanola, Desert Academy

Taught American Sign Language at Desert Academy and to parents of Deaf Children.

1995 –2001 Volunteer

Life Center for Youth and Adults

Facilitating Support Groups, mediations outreach and implemented prevention programs in areas including low-income housing neighborhoods.

Creative Facilitator/Team Leader
1990 – 1998

Pecos River Aon Corporation 7600 Executive Drive Eden Prairie MN

Leading-Edge Corporate Training and Consulting Company. Duties included; supervising two support staff. 1991 was promoted to Team Leader working directly with clients facilitating and tailoring programs to fit the client's needs. Trained and certified in Restorative Justice and Mediation. Worked with clients in trouble-shooting to create a culture of diversity and acceptance. Facilitated Restorative Justice for clients incorporating experiential learning, using high ropes courses. Facilitated delivery of programs for Deaf and Spanish speaking clients, which included traveling to South America, Mexico and within the United States. Excelled in, developing new business, providing

customer satisfaction with South America, Mexico and Deaf clients. Prepared quality presentations, program delivery, business forecasting, call reports and price quotations.

Education

1987 – 1989	College of Santa Fe
1999 – 2000	Santa Fe Community College
2004 – 2006	BA Human Services University of Phoenix

References available upon request.

Restorative Justice Program
Santa Fe Public Schools

The SFPS Restorative Justice outlines an alternative philosophy for addressing school infractions. When viewed from a restorative lens, school infractions are a violation of people and relationships – the relationships between the Respondent and his or her teachers, friends, victims, family, community in a nutshell anyone affected by misbehavior– as opposed to merely breaking a rule or a law. In essence, restorative justice focuses on repairing harm "making things right" and rebuilding relationships through a process that involves stakeholders in an active and respectful way, while emphasizing the community's role in problem solving investing in developmental assets. From a practical perspective, it requires the school to respond to misbehavior by devoting attention to:

- ✓ Giving any victims an opportunity to participate in justice processes ultimately creating a safe place to finding their voice.
- ✓ Enabling Respondents to understand the harm caused by their behavior and to make amends to their victims and communities.
- ✓ Building on Respondents and victims' strengths and increasing Respondents and victims' competencies.
- ✓ Protecting the school community through a process in which the individual victims, the community, and respondents are all active stakeholders.
- ✓ Create a safe environment with focus on academia rather than mis-behavior

Definition of Restorative Justice:
Practices and programs reflecting restorative purposes will respond to conflicts or disputes by:

- identifying and taking steps to repair harm
- involving all stakeholders and creating a safer learning environment
- transforming the traditional relationship between students teachers and school administrators in responding to conflict in the schools as an opportunity to build healthier relationships

Goals:

1. Increase attendance and number of students graduating from High School.
2. Staff training to build capacity. The goal is to build healthier relationships, which includes; student to student, student to teacher, teacher to student, student to administrator.
3. Use a collaborative process to support school community building and improve relationships by encouraging students to see themselves as part of a larger school/civic community.
4. Shift the focus from conflict being a rule violation to relationship harm. The opportunity for an open and safe dialogue for all involved parties is vitally important in order to repair all harms to the victim and the community while showing sensitivity and providing support and resources to everyone.
5. Focus on student's needs and support their educational and personal development.
6. Increase the educational aspect of the school's discipline model by shifting the focus away from detention and suspension to a more personal accountability of conflicts and/or wrongful actions making right their wrongs.

Objectives:

1. Create a safer learning environment.
2. Decrease the number of school suspensions and detentions.
3. Decrease the total number of disciplinary incidents that rise to administrative involvement level.

4. Develop practical communication skills in relationship-building such as active listening, etc. that can be used in the student's personal and work life. .
5. Provide training to other teachers, administrator, parents and students in restorative justice.

MICHAEL E. VIGIL

Profile
Served 17 years as a private practice attorney based in Santa Fe. Served 18 years on the State District Court Bench in the 1st Judicial District serving Santa Fe, Rio Arriba and Los Alamos Counties.

Experience
District Court Judge — 1994-2013
Presided over the Juvenile and Adult Criminal Court dockets and the Family Court docket. Also presided over cases involving Native American sovereignty.

Private Practice Attorney, Santa Fe, NM — 1977-1994
Represented clients state-wide in civil rights and criminal defense cases. Civil rights cases included a significant number of police brutality cases.

Education
University of New Mexico — BS Political Science 1974
University of New Mexico School of Law — JD 1977

Relevant Experience
Presided over Drug Court which diverts drug addicted defendants to treatment.

Presided over Treatment Court which diverts mentally ill defendants to treatment.

Worked closely with Court Appointed Special Advocates (CASA) which advocates for child victims in abuse and neglect cases.

YouthWorks - worked closely with this organization to support young people.

Esperanza Shelter for Battered Families - served as a member of the Board of Directors

Gerard's House - served as a member of the Board of Directors

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY
Bill No. 2020-27
International Fire Code Update

SPONSOR(S): Councilor Chris Rivera

SUMMARY: This Bill updates City Code to reference the most recent version of the International Fire Code.

PREPARED BY: Jeff Norris, Assistant Le gislative Liaison

FISCAL IMPACT: None

DATE: July 14, 2020

ATTACHMENTS: Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-27

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

AMENDING 12-2.1 SFCC 1987 TO UPDATE THE VERSION OF THE INTERNATIONAL FIRE CODE ADOPTED BY THE CITY OF SANTA FE.

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

Section 12-2.1 SFCC 1987 (being Ord. No. 2004-53, § 3; as amended) is amended to read:

12-2.1 Adoption of fire code.

A. Pursuant to Section 3-18-11 NMSA 1978, the city may adopt regulations for the prevention of fire.

B. For the purposes of reasonably safeguarding life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from hazardous conditions in the use or occupancy of buildings or premises, the [~~2009~~] 2015 International Fire Code (IFC) as published by the International Code Council (ICC) is adopted by reference and incorporated as fully as if set out herein except as amended by the governing body. The amendments are set forth in Exhibit

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

A attached to the end of this chapter. The [~~2009~~] 2015 International Fire Code as amended by the governing body shall be known as "the fire code of the city of Santa Fe." This paragraph shall be effective [~~July 1, 2011~~] October 1, 2020.

C. A copy of the fire code of the city of Santa Fe shall be kept on file at the Santa Fe fire prevention bureau, 1751 Cerillos Road, Santa Fe, New Mexico 87504 and shall be, at all reasonable times, available and subject to inspection. A copy of the fire code of the city of Santa Fe shall be available to any individual upon request and payment of a reasonable charge.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3251

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): International Fire Code Update

Sponsor(s): Councilor Rivera

Revie wing Department(s): Fire Department

Staff Completing FIR: Geronimo Griego Date: 06/29/2020 Phone: 955-3317

Revie wed by City Attorney: _____ Date: Aug 24, 2020

Revie wed by Finance Director: _____ Date: Aug 24, 2020

Summary:
This Bill adopts the 2015 version of the International Fire Code, the mo st updated version available so that the City's Code is up to date with standards adhered to by the City and the State.

Departments Affected:
Fire Department - Fire Prevention Bureau and Land Use Department

Consequences of Not Enacting Legislation:
The City will not be current with the mo st recent International Fire Code, which the Fire Prevention Bureau references when conducting inspections and enforcing applicable laws and standards.

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

Performance and Administrative Implications:
Adoption of this Bill will ensure City Code is up to date with the mo st recent International Fire Code when conducting inspections.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

International Fire Code Update

Final Audit Report 2020-08-24

Created:	2020-08-24
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDktXsROZVnFP0rjOi2FcRrPaGG0oQPc

"International Fire Code Update" History

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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DATE: August 7, 2020

TO: Planning Commission, Public Works and Utilities Committee, Finance Committee, and Governing Body

From: _____
Elias Isaacson, Planning & Land Use Director
Jason M. Kluck, Assistant Planning & Land Use Director

Re: Land Use Fees

EXECUTIVE SUMMARY:

This primary objective of this proposal is to adopt new Sections 7-1.11 and 14-13 SFCC 1987, which would create a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public. The proposal includes related amendments to Section 7-3.3, which would remove the permit fee to move a building; amendments to Section 14-8, which would allow the Land Use Director to issue certain preliminary permits at the owner's risk; and amendments to Section 14-9.5, which would clarify the process for construction of public and quasi-public improvements prior to other aspects of development. Finally, the proposal would add a definition to Subsection 14-12.1 for "Site Restoration," which is needed to clarify other aspects of the proposal.

All proposed fees correlate with existing services provided by the Department, many of which are currently provided at no charge. The proposed new fees would offset the cost of providing these services. Some fees, such as the fee for "Exception to Historic Overlay", are proposed for reduction to more accurately reflect the actual staff time associated with evaluating the request. There are no new operating expenses associated with the proposed fee adjustment because staff members currently collect fees, and processing the new fees would require a nominal amount of additional staff time.

Mayor Webber is the legislative sponsor of these amendments. Under Section 14-3.3(A)(4), all amendments to the Land Use Code require a public hearing, review, and recommendation from the Planning Commission prior to consideration by the Governing Body.

(Elias Isaacson Planning and Land Use Director, esisaacson@santafenm.gov, 955-6370; and Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-6729)

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

EVALUATION CRITERIA:

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

(1) compliance with law;
(2) consistency with the general plan;
(3) ***consistency with other policies adopted by the governing body;***
(4) consistency with the purpose and intent of Chapter 14 and of the section being amended;
(5) consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
(6) consistency with any approved neighborhood conservation overlay districts.

RECOMMENDATION:

Because the proposal meets the above six criteria (where applicable), Staff recommends that the Planning Commission recommend approval to the Governing Body of the proposed ordinance amendments. Adopting new Sections 7-1.11 and 14-13 SFCC 1987 would create a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public. Adopting amendments related to Section 7-3.3 would remove the permit fee to move a building. Amendments to Section 14-8 would allow the Land Use Director to issue certain preliminary permits at the owner's risk. Amendments to Section 14-9.5 would clarify the process for construction of public and quasi-public improvements prior to other aspects of development. Finally, adoption of the proposal would add a definition to Subsection 14-12.1 for "Site Restoration," which is needed to clarify other aspects of the proposal.

ATTACHMENTS:

1. Proposed Text Amendments, including updated Fees Table
2. Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-24

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING NEW SECTIONS 7-1.11 AND 14-13 SFCC, ESTABLISHING A FEE SCHEDULE FOR SERVICES PROVIDED BY THE LAND USE DEPARTMENT; REPEALING SECTION 7-3.3, REGARDING THE PERMIT FEE TO MOVE A BUILDING; AMENDING SECTION 14-8 TO ALLOW THE LAND USE DIRETOR TO ISSUE CERTAIN PRELIMINARY PERMITS AT THE OWNER'S OWN RISK; AMENDING SECTION 14-9.5 TO CLARIFY THE PROCESS FOR CONSTRUCTING PUBLIC AND QUASI-PUBLIC IMPROVEMENTS PRIOR TO COMMENEMENT OF OTHER ASPECTS OF DEVELOPMENT; ADDING A DEFINTITION TO SUBSECTION 14-12.1 FOR "SITE RESTORATION"; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Section 7-1.3 of SFCC 1987 (being Ord. No. 2008-1 § 6) is amended to read:

7-1.3 Schedule of fees, charges, and expenses.

A. The governing body shall establish [~~by resolution~~] a schedule of fees for

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

permits and other matters pertaining to this chapter. The schedule of fees shall be posted in the land use department and may be altered or amended only by the governing body after a noticed public hearing. No permit or approval required under this chapter shall be issued or granted unless and until such fees have been paid in full. The schedule of fees adopted by the governing body replaces fees adopted by the state of New Mexico construction industries division as set forth in the New Mexico Administrative Code.

B. The fees shall be reviewed as set forth in subsection 11-2.5 SFCC 1987.

Section 2. [NEW MATERIAL] A new Section 7-1.11 of SFCC 1987 is hereby adopted to read:

7-1.11 Permit Fees.

Fees for permits and other matters associated with Chapter 7 SFCC 1987 are established in Table 7-1.11-1 below.

Table 7-1.11-1

FEE TYPE	FEE	UNIT
BUILDING PERMIT ACTIVITIES		
Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	$500.00	Per Meeting
Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	$150.00	Per Meeting
Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	$60.00	Per Hour
Green Building Code - Early Consultation	$60.00	Per Consultation
Green Building Code - Building Permit Review (Residential)	$100.00	Per Permit
PV Solar (Commercial or Residential)	$100.00	Per Permit
Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	$60.00	Per Hour
Building Permit Extension	$100.00	Per Six Month Extension
Building Permit Revision (change information and reissue permit board)	$120.00	Per Revision
PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES		
Administrative Fee	$40.00	Each Permit
Construction Valuation of (rounded to nearest full dollar):		
$1 to $500	$25.00	

Administrative Fee	$40.00	Each Permit
Construction Valuation of:		
$1 to $500	$25.00	
$501 to $2,000	$25.35 for the first $500 plus $3.05 for each additional $100 or fraction thereof, up to and including $2000	
$2,001 to $25,000	$69.25 for the first $2001 plus $14 for each additional $1000 or fraction thereof, up to and including $25,000	
$25,001 to $50,000	$391.75 for the first $25,001 plus $10.10 for each additional $1000 or fraction thereof, up to and including $50,000	
$50,001 to $100,000	$643.75 for the first $50,001 plus $7 for each additional $1000 or fraction thereof, up to and including $100,000	
$100,001 to $275,000	$993.75 for the first $100,001 plus $5.93 for each additional $1000 or fraction thereof, up to and including $275,000	
$275,001 to $500,000	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000	
$500,001 to $1,000,000	$3518.37 for the first $500,000 plus $5.60 for each additional $1000 or fraction thereof, up to and including $1,000,000	
$1,000,001 and up	$5,893.37 for the first $1,000,001 plus $4.40 for each additional $1,000 or fraction thereof	

Signage Permit	$0.40/sq. ft. plus $45.00 review fee	Square Feet
Residential Plan Review	50% of Permit Fee	
Commercial Plan Review	75% of Permit Fee	
Plan Amendment Review Fee	$60/Hr (minimum 2 hours)	Hour
Demolition Permit Fee (Residential)	$40.00	Permit
Demolition Permit Fee (Commercial)	$60.00	Permit
Building Without a Permit	Double the original permit fee	Permit
Expedited Plan Review	Cost of preapproved third party plan review + 20% service charge for administration and other required review	Permit
ELECTRICAL PERMIT FEES		
Issuance of Electrical Permit (Commercial & Residential)	$40.00	Permit
Meter Loop New thru 100 AMP (Residential)	$45.00	Permit
150-200 AMP/panel thru 200 AMP (Residential)	$72.00	Permit
Over 200 AMP/Panel thru 320 AMP (Residential)	$99.00	Permit
Over 320 AMP/Panel thru 400 AMP (Residential)	$225.00	Permit
Over 400 AMP/Panel (Residential)	$360.00	Permit
Over 200 AMP/Panel thru 400 AMP (Commercial)	$225.00	Permit
Over 400 AMP/Panel thru 600 AMP (Commercial)	$270.00	Permit
Over 600 AMP/Panel thru 800 AMP (Commercial)	$360.00	Permit
Over 800 AMP/Panel thru 1000 AMP (Commercial)	$450.00	Permit
Over 1000 AMP/Panel thru 2000 AMP (Commercial)	$630.00	Permit
Over 2000 AMP/Panel (Commercial)	$900.00	Permit
Temporary Power Pole (Commercial & Residential)	$27.00	Permit
Mobile Home Service	$27.00	Permit
Customer-Owned Power Distribution	$45.00	Permit
Each Pole	$6.00	Permit
Per 100 feet of Underground Wiring	$6.00	Permit
Service Change Only/No outlets	$27.00	Permit
Low Voltage	$20.00	Unit
MECHANICAL PERMIT FEES		
Issuance of Mechanical Permit (Commercial & Residential)	$40.00	Permit
Ventilation System	$10.00	Permit
Central Furnace	$10.00	Permit
Wall Heater	$10.00	Permit

Refrigeration System	$10.00	Permit
Duct Work System	$10.00	Permit
Solar Space Heating System	$20.00	Permit
Combination Unit HVAC	$10.00	Permit
Chiller	$10.00	Permit
Cooling Tower	$10.00	Permit
Commercial Kitchen Hood	$10.00	Permit
Commercial Duct System	$10.00	Permit
Medical Gas System	$10.00	Permit
Mini Split Installation	$10.00	Permit
Gas Fireplace	$5.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit
Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	$8.50	Permit
Boiler Replacement or Repair	$8.50	Permit
PLUMBING PERMIT FEES		
Issuance of Plumbing/Gas Permit (Commercial & Residential)	$50.00	Permit
Exhaust Fan	$5.00	Permit
Water Distribution System	$5.00	Permit
Building Sewer	$5.00	Permit
Water Heater	$5.00	Permit
Each Swimming Pool	$50.00	Permit
Industrial Waste Interceptor/Trap & Vent	$10.00	Permit
Water Conditioner	$8.50	Permit
Evaporative Cooler	$10.00	Permit
Vacuum Breaker or Back Flow Device	$5.00	Permit
Gas Piping System	$5.00	Permit
Gas Appliance	$5.00	Permit
Gas Pipe Outlet	$4.00	Permit
Domestic Hot Water Solar Heating System	$10.00	Permit
Solar Space Heating System	$10.00	Permit
Sewage Ejector/Grinder	$5.00	Permit
Grease Trap/Interceptor	$5.00	Permit
Water Service Line	$5.00	Permit
Gas Yard Line	$5.00	Permit
Chilled Water Distribution System	$10.00	Permit
Roof Drainage System	$10.00	Permit
Hot Water Solar Potable System	$10.00	Permit

Gray Water System	$10.00	Permit
Sewer Yard Line	$10.00	Permit
Sewer Lateral	$10.00	Permit
Sewer Connection	$40.00	Permit
Line	$10.00	Permit
Lawn Sprinkler System	$13.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit

Section 3. Section 7-3.3 of SFCC 1987 (being Ord. No. 1983-26 § 3, as amended) is hereby repealed.

Section 4. Subsection 14-3.17(D) of SFCC 1987 (being Ord. No. 2011-37 § 3) is amended to read:

(D) **Process to File an Appeal**

(1) Filing Appeal; Form; Verification

The appellant shall file two copies of the written appeal with the *land use director*. The appeal shall be filed on a form provided for that purpose and shall be verified, signed by the appellant under oath and notarized.

(2) Receipt; Service of Appeal

The *land use director* shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail.

(3) Appeal Fee

(a) An appeal fee shall be paid at the time of filing an appeal.

(b) The *governing body* [~~shall establish by resolution a schedule of fees for appeals~~] has established a fee schedule for appeals as set forth in Table 14-13.1-1 SFCC 1987. The *land use director* may waive or reduce the

appeal fee if the *land use director* determines that the appellant would qualify for the *city's* utility fee poverty exemption set forth in Section 15-1.3 SFCC 1987 (Utility Billing - Poverty Exemption).

(4) Multiple Appeals and Multiple Jurisdictions

(a) An appellant may not appeal any single *final action* more than once.

(b) Every appeal requires an independent basis. *Final actions* may not be appealed solely on the basis of alleged mistakes in prior stages of the same project, whether or not the prior *final actions* were appealed.

(c) More than one appellant may file an appeal of a *final action*, and appellants may combine their appeals and share the appeal fee proportionally. All appeals of any single *final action* shall be consolidated for hearing purposes.

(d) Any review by the *governing body* of a planning commission decision under Section 14-2.2(A)(3) shall be combined with the hearing on an appeal of that decision.

(e) In the case of an appeal that includes *final actions* that fall under the jurisdiction of more than one *land use board*, the *land use director* shall determine the appropriate *land use board* to hear any particular issue on appeal, except as otherwise provided in this section.

(5) Withdrawal

An appellant may withdraw the appeal at any time. A withdrawal does not affect any related appeal. At any time after an appeal has been filed, an appellant and appellee may agree to settle any matters raised in the appeal and the appellant may withdraw the appeal; provided that such settlement complies with applicable code

requirements, including any conditions of approval of the *final action* being appealed.

(6) Conformity of Appeal

The *land use director* shall promptly review all appeals for conformity with the requirements of Section 14-3.17. Upon determining that an appeal does not conform to the requirements, the *land use director* shall refer the matter to the *city* attorney for review.

(a) If the *city* attorney concurs with the *land use director* 's determination, the *city* attorney's written recommendation shall be forwarded to the *governing body* for discussion. The *governing body* may accept the *city* attorney's written recommendation and the decision is final and may be appealed to district court. If the *governing body* does not accept the *city* attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.

(b) If the *city* attorney does not concur with the *land use director* 's determination, the appeal shall be heard as set forth Chapter 14.

(7) District Court Appeals

An appeal of a *final action* of the *governing body* or a *land use board*, or of an action of the *city* manager, the *city* attorney or the *land use director* that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule.

Section 5. [NEW MATERIAL] A new Section 14-13 of SFCC 1987 is hereby adopted to read:

Fees for permits and other matters associated with Chapter 14 SFCC 1987 are established in Table 14-13.1-1 below:

FEE TYPE	FEE	UNIT
CURRENT PLANNING ACTIVITIES		
Pre-application Meeting	$100.00	Per Meeting
Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	$150.00	Per Request
Zoning Compliance Letter/Form	$150.00	Per Letter/Form
Zoning Verification Letter	$75.00	Per Letter
Certificate of Compliance – Lot of Record (Administrative)	$150.00	Per Certificate
Certificate of Compliance - Lot of Record (Planning Commission)	$300.00	Per Certificate
Certificate of Compliance - Residential Condominium	$150.00	Per Statement
Administrative Development Plan Approval	$300.00	Per Request
ENN - Staff Attendance and Documentation of Meeting	$150.00	Per Meeting
Variance - Planning Commission - Without Development Plan or Plat	$750.00	Per Variance
Variance - Board of Adjustment	$300.00	Per Variance
Waiver - Planning Commission	$500.00	Per Waiver
Waiver - City Council (Utility Undergrounding)	$1,500.00	Per Waiver
Waiver - PW Director (Intersection Visibility)	$100.00	Per Waiver
Special or Conditional Use Permit	$1,000.00	Per Permit
Appeal (of LU Director Admin. Decision)	$200.00	Per Appeal
Appeal (of Land Use Board Decision)	$200.00	Per Appeal
Alternate Means of Compliance – (LU Director)	$150.00	Per Request
Alternate Means of Compliance - (Land Use Board)	$500.00	Per Request
Administrative Waiver - (Land Use Board)	$500.00	Per Request
Administrative Waiver – (Land Use Director)	$150.00	Per Request
Setback Affidavit	$150.00	Per Request
Innovative Road Standard	$300.00	Per Request
Applicant-requested Postponement of Land Use Board Hearing	$500.00	Per Postponement
Other Land Use Development Review (per hour)	$75.00	Per Hour
Code Amendment	$1,000.00	Each
Lot Splits	$400.00	Per Split
Lot Line Adjustment	$200.00	Each
Lot Consolidation	$200.00	Each
Dedication, Easement & Vacation Plats	$350.00	Each
Plan/Plat Amendment Administrative	$300.00	Each
Plan/Plat Amendment Planning Commission	$500.00	Each
Lease Agreement	$400.00	Each
License Agreement	$400.00	Each

License/Lease Agreement Renewal Fee	$75.00	Each
Large Public Notice Poster	$30.00	Each
Medium Public Notice Poster (Administrative Decision)	$25.00	Each
Small Public Notice Poster (Escarpment)	$10.00	Each
Annexation Application under 1 acre	$1,000.00	
Annexation Application 1-9.99 acres (first five acres)	$2,000.00	First Five Acres
Annexation Application (each additional acre after five)	$200.00	Each Additional Acre
Annexation Application 10-24.99 acres (first ten acres)	$3,000.00	First Ten Acres
Annexation Application 25 acres or more	$100.00	Each Additional Acre
General Plan Amendment Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres
General Plan Amendment Application (each additional acre after five)	$200.00	Each Additional Acre
General Plan Amendment Application 10 acres and above	$2,000.00	First Ten Acres
General Plan Amendment Application (each additional acre after ten)	$100.00	Each Additional Acre
Rezoning Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres
Rezoning Application (each additional acre after five)	$200.00	Each Additional Acre
Rezoning Application 10 acres or more	$2,000.00	First Ten Acres
Rezoning Application (each additional acre after ten)	$100.00	Each Additional Acre
ELECTRICAL FACILITIES		
Administratively Approved Application	$500.00	Application
Transmission Line	$2,000.00	Application
Distribution Line	$1,000.00	Application
Substation or Switching Station	$2,000.00	Application
DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)		
$0-$999	$350.00	
$1,000-$4,999	$600.00	

$0-$999	$350.00	
$5,000-$49,999	$1,100.00	
$50,000-$149,999	$1,500.00	
$150,000-$499,999	$2,500.00	
$500,000-$999,999	$5,000.00	
$1,000,000-$1,999,999	$7,000.00	
$2,000,000 and above	$10,000.00	
Each Additional Million after $2 Million	$1,000.00	
SUBDIVISIONS		
Subdivision Application 3-5 lots Prelim Plat	$400.00	Per plat
Subdivision Application 3-5 lots Final Plat	$400.00	Per plat
Subdivision Application 6+ lots Prelim Plat	$150.00	Per Lot After (5)
Subdivision Application 6+ lots Final Plat	$150.00	Per Lot After (5)
Family Transfer (6 lot max)	$150.00	Per Plat
TECHNICAL REVIEW ACTIVITIES		
Floodplain Determination Letter	$50.00	Per Request
Escarpment Pre-Submittal Meeting - New Construction	$75.00	Per Request
Escarpment Pre-Submittal Meeting - Addition/Remodel	$50.00	Per Request
Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	$25.00	Per Request
Escarpment - Site Visit	$75.00	Per Site visit
Escarpment - Alternate Siting	$500.00	Per Request
Prairie Dog Relocation Administration	$150.00	Per Request
Letter of Credit Initial Processing (includes closeout)	$300.00	Per Financial Guarantee
Letter of Credit Draw-Down Approval	$75.00	Per Drawdown
Cash Escrow Initial Processing (includes closeout)	$300.00	Per Escrow
Cash Escrow Draw-Down Approval	$75.00	Per Drawdown
Pre-Construction Meeting per the Infrastructure Completion Policy	$500.00	Meeting
Pre-application Advisory Inspections for G&D, Landscaping or ADA	$100.00	Per Inspection Request
Alternate Means of Compliance - Landscape Requirements	$75.00	Per Requirement (varied)
Alternate Means of Compliance - Grading and Drainage Requirements	$150.00	Per Requirement (varied)

GRADING PLAN REVIEW FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45.00	
1,001 to 10,000 cubic yards	$55.00	
10,001 to 100,000 cubic yards	$55.00 for the first 10,000 cubic yards, plus $27.00 for each additional 10,000 cubic yards or fraction thereof	
100,001 to 200,000 cubic yards	$295.00 for the first 100,000 cubic yards, plus $14.50 for each additional 10,000 cubic yards or fraction thereof	
200,001 cubic yards or more	$442.00 for the first 200,000 cubic yards, plus $8.50 for each additional 10,000 cubic yards or a fraction thereof	
GRADING PERMIT FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45 for the first 100 cubic yards, plus $19.25 for each additional 100 cubic yards or fraction thereof	
1,001 to 10,000 cubic yards	$214 for the first 1,000 cubic yards, plus $15.95 for each additional 1,000 cubic yards or fraction thereof	
10,001-100,000 cubic yards	$357 for the first 10,000 cubic yards, plus $72.00 for each additional	
100,001 cubic yards or more	$1,010 for the first 100,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or a fraction thereof	

WATER BUDGET ACTIVITIES		
Review Alternate Development Water Budget Proposal	$150.00	Per Request
HISTORIC AND ARCHAEOLOGICAL ACTIVITIES		
Historic Districts Pre-Application Meeting/Site Visit	$75.00	Per Request
Historic Districts Application Fee for Administrative Approval	$100.00	Per Request
Archaeological Review Application Fee for Public Hearing	$100.00	Per Request
Appeal to Archaeological Review Committee	$100.00	Per Appeal
Exception (if required)	$250.00	Each
Archaeological Clearance Permits (Existing)	$10.00	Per Construction Permit
Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	150% of Grading Permit Fee	
Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of $2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	150% of Grading Permit Fee	
Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	150% of Grading Permit Fee	
Medium Notice Poster	$25.00	Each
BUILDING CODE INSPECTION ACTIVITIES		
Home Occupation	Home Occupation	Home Occupation
Special Event Permit, Temporary Structures	$100.00	Per Permit
Noise Permit	$25.00	Per Permit
Itinerant Vendors	$150.00	Per Permit
Certificates of Occupancy Reissue (not for building permit)	$75.00	Per Certificate
Re-Inspection Fee (minimum 2 hours)	$60.00	Per Hour
Additional Inspection Fee (minimum 2 hours)	$60.00	Per Hour
After Hours Inspections Fee	$85.00	Per Hour
CODE ENFORCEMENT ACTIVITIES		
Temporary Use Permit (including filming of motion pictures)	$125.00	Per Permit
Short-Term Rental Application Fee	$100.00	Per Application
Short-Term Rental Renewal Late Fee	$50.00	Per Permit or Registration

Short-Term Rental Residential Permit Fee	$290.00	Per Permit Per Year
Short-Term Rental Business License Fee	$35.00	Annually
Short-Term Rental Resort Unit/Non-Residential/Commercial Registration Fee	$65.00	Per Registration Per Year
Short-Term Rental Renewal Late Fee	$50.00	Per Permit or Registration
HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)	$250 (min) - $2000 (max.)	Per Request
Medium Notice Poster	$25.00	Each

Section 6. Subsection 14-8.2(D)(2) of the Land Development Code (being Ord. No. 2011-37 § 10) is amended to read:

14-8.2 TERRAIN AND STORMWATER MANAGEMENT

(D) **Standards for All Grading**

(2) Grading

(a) *Grading* for *buildings* is limited to fifteen (15) feet beyond the outer edge of the *building* foundation, patio, *wall*, driveway, road, parking area or other constructed facility except as necessary:

(i) for the construction of stormwater runoff management measures in compliance with this Section 14-8.2; or

(ii) to accommodate required horizontal to vertical measurements for *cut* and *fill slopes*.

(b) Natural *slopes* thirty percent or greater shall remain undisturbed, except for arroyo crossings and for no more than three isolated occurrences of *sloped* areas where each individual disturbance shall not exceed one thousand (1,000) square feet, as approved by the *city engineer*. The *city engineer* may waive this provision, in writing, stating the reasons and basis for such approval, if evidence is provided by the *applicant* showing that

strict enforcement of this provision would prohibit access to the *lot* or placement of utilities. This provision applies solely to the construction of roads, driveways and utility placement and is not intended to allow *development* on natural *slopes* exceeding thirty percent. The other provisions of the escarpment overlay district ordinance and the terrain and stormwater management regulations shall remain in effect.

(c) Phasing for *grading* and clearing may be required by the *city engineer* on all sites where construction will not begin immediately after clearing and *grading*;

(d) A construction *permit* for *grading* for driveway construction shall not be issued unless the *city engineer* has first determined that the driveway provides access to a buildable area as defined in Subsection 14-8.2(D)(3) and that the *permit* complies with the requirements of Section 14-5.6 (Escarpment Overlay District); and

(e) All *grading* completed on the site shall conform to the approved *grading* plan.

(f) The *land use director* may grant an *application* submitted to the building division of the land use department for a preliminary clearing and grubbing *permit* or a limited *grading permit*, allowing for work authorized under such *permit* solely at the risk of the *owner* while an *application* for an associated *permit* for comprehensive grading and drainage or landscape and utilities is pending.

(g) Under emergency circumstances, the *land use director* may issue a *grading* at *owner*'s risk *permit* prior to the submission of an *application*. A *permit* issued under this subparagraph shall expire twelve (12) months after

issuance with no allowance for extensions.

Section 7. Subsection 14-9.5(B) of the Land Development Code (being Ord. No. 2013-16 § 60, as amended) is amended as follows:

14-9.5 INFRASTRUCTURE DEDICATION, COMPLETION, AND GUARANTEES

(B) Infrastructure Completion or Agreement to Construct Improvements Required

The developer must complete *public improvements* [~~or~~] *and quasi-public* [~~*infrastructure*~~] *improvements* required for any *development* [~~shall be completed by the developer~~] in accordance with plans approved by the *city* and must pass inspection prior to commencing other aspects of the *development*, or the developer must enter into an agreement with the *city* to construct improvements as described in Subsection 14-9.5(C). If the developer seeks to construct *public improvements and quasi-public improvements* without entering into an agreement to construct, the developer must first submit a financial guarantee based on an engineer's estimate for the cost of *site restoration* plus ten percent (10%) of the construction valuation, which shall be held until the end of the twelve-month warranty period. The *infrastructure* must be completed or the agreement to construct improvements must be executed prior to the earliest of the following:

(1) recording the *plat* for *development* that requires a subdivision *plat* other than a *plat* for a *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision*;

(2) recording or filing in *city* archives an approved *development* plan;

(3) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which a *plat* for an inheritance or *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision* is required; and

(4) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which no subdivision *plat* or *development* plan is required.

Section 8. Section 14-12.1 of the Land Development Code (being Ord. No.

2011-37, § 15, as amended) is amended to add the following definition:

SITE RESTORATION

The process of renewing, reclamation, and salvage of site features and ecosystems that have been altered, degraded, damaged, or destroyed by unauthorized or illegal activity to pre-development conditions or to other modified conditions as approved by the *city engineer*.

Section 9. Effective Date. This ordinance shall take effect on January 1, 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/Land Use Fees

FIR No. 3183

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Land Use Fees

Sponsor(s): Mayor Webber

Revie wing Department(s): Land Use Department

Staff Completing FIR: Eli Isaacson Date: 7/3/20 Phone: 955-6830

Revie wed by City Attorney: _____ Date: Aug 10, 2020

Revie wed by Finance Director: Mary McCoy Date: Aug 11, 2020

Summary:
The proposed Bill would adopt a comprehensive schedule of all fees assessed by the Land Use Department for services provided to the public.

Departments Affected:
Land Use Department.

Consequences of Not Enacting Legislation:
Not enacting the proposed Bill could result in a lack of awareness by the public of all applicable fees for a proposed project or activity, which are currently found in numerous separate resolutions.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Bill relates to another proposed Bill that ma ke s changes to the Short Term Rental regulations in Chapter 14.

Performance and Administrative Implications:
Adoption of this Bill would ensure the City is properly compensated for the services it provides the public.

Fiscal Implications:
The projected new revenue would be generated from adjustments to fees collected by the Land Use Department. All proposed fees correlate with existing services provided, the ma jority of which are provided currently for no charge. The proposed new fees would offset the co st of providing these services. In one instance, Exception to Historic Overlay, the fee is proposed to be reduced by $100/request to reflect mo re closely the actual staff time associated with evaluating the request. There are no expenses associated with the proposed fee adjustment because staff me mbers currently collect fees, and processing the new fees would require a nominal amount of additional staff time.

Fiscal Impact.

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$551,725	$551,725	5$51,725	R	11001
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The estimated increase in fees as a result of the adoption of this Bill would be $551,725.

Land Use Fees

Final Audit Report 2020-08-11

Created:	2020-08-10
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1lzTBoJYYogupF2C_dhlw1l90CaxaVrQ

"Land Use Fees" History

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SUBSTITUTE BILL

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

CREATING NEW SECTIONS 7-1.11 AND 14-13 SFCC 1987, ESTABLISHING A FEE SCHEDULE FOR SERVICES PROVIDED BY THE LAND USE DEPARTMENT; REPEALING SECTION 7-3.3, REGARDING THE PERMIT FEE TO MOVE A BUILDING; AMENDING SECTION 14-8 TO ALLOW THE LAND USE DIRECTOR TO ISSUE CERTAIN PRELIMINARY PERMITS AT THE OWNER'S OWN RISK; AMENDING SECTION 14-9.5 TO CLARIFY THE PROCESS FOR CONSTRUCTING PUBLIC AND QUASI-PUBLIC IMPROVEMENTS PRIOR TO COMMENCEMENT OF OTHER ASPECTS OF DEVELOPMENT; ADDING ~~[A DEFINTITION]~~ DEFINITIONS TO SUBSECTION 14-12.1 FOR "PERMIT, EMERGENCY GRADING AT OWNER'S RISK", "PERMIT, LIMITED GRADING", "PERMIT, PRELIMINARY CLEARING AND GRUBBING", AND "SITE RESTORATION"; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section 1. Section 7-1.3 of SFCC 1987 (being Ord. No. 2008-1 § 6) is amended

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

to read:

7-1.3 Schedule of fees, charges, and expenses.

A. The governing body shall establish [~~by resolution~~] a schedule of fees for permits and other matters pertaining to this chapter. The schedule of fees shall be posted in the land use department and may be altered or amended only by the governing body after a noticed public hearing. No permit or approval required under this chapter shall be issued or granted unless and until such fees have been paid in full. The schedule of fees adopted by the governing body replaces fees adopted by the state of New Mexico construction industries division as set forth in the New Mexico Administrative Code.

B. The fees shall be reviewed as set forth in subsection 11-2.5 SFCC 1987.

Section 2. [NEW MATERIAL] A new Section 7-1.11 of SFCC 1987 is hereby adopted to read:

7-1.11 Permit Fees.

Fees for permits and other matters associated with Chapter 7 SFCC 1987 are established in Table 7-1.11-1 below.

Table 7-1.11-1

FEE TYPE	FEE	UNIT
BUILDING PERMIT ACTIVITIES		
Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	$500.00	Per Meeting
Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	$150.00	Per Meeting
Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	$60.00	Per Hour
Green Building Code - Early Consultation	$60.00	Per Consultation
Green Building Code - Building Permit Review (Residential)	$100.00	Per Permit
PV Solar (Commercial or Residential)	$100.00	Per Permit
Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	$60.00	Per Hour

Building Permit Extension	$100.00	Per Six Month Extension
Building Permit Revision (change information and reissue permit board)	$120.00	Per Revision
PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES		
Administrative Fee	$40.00	Each Permit
Construction Valuation of (rounded to nearest full dollar):		
$1 to $500	$25.00	
$501 to $2,000	$25.35 for the first $500 plus $3.05 for each additional $100 or fraction thereof, up to and including $2000	
$2,001 to $25,000	$69.25 for the first $2001 plus $14 for each additional $1000 or fraction thereof, up to and including $25,000	
$25,001 to $50,000	$391.75 for the first $25,001 plus $10.10 for each additional $1000 or fraction thereof, up to and including $50,000	
$50,001 to $100,000	$643.75 for the first $50,001 plus $7 for each additional $1000 or fraction thereof, up to and including $100,000	
$100,001 to $275,000	$993.75 for the first $100,001 plus $5.93 for each additional $1000 or fraction thereof, up to and including $275,000	
$275,001 to $500,000	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000	

$275,001 to $500,000	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000	
$500,001 to $1,000,000	$3518.37 for the first $500,000 plus $5.60 for each additional $1000 or fraction thereof, up to and including $1,000,000	
$1,000,001 and up	$5,893.37 for the first $1,000,001 plus $4.40 for each additional $1,000 or fraction thereof	
Signage Permit	$0.40/sq. ft. plus $45.00 review fee	Square Feet
Residential Plan Review	50% of Permit Fee	
Commercial Plan Review	75% of Permit Fee	
Plan Amendment Review Fee	$60/Hr (minimum 2 hours)	Hour
Demolition Permit Fee (Residential)	$40.00	Permit
Demolition Permit Fee (Commercial)	$60.00	Permit
Building Without a Permit	Double the original permit fee	Permit
Expedited Plan Review	Cost of preapproved third party plan review + 20% service charge for administration and other required review	Permit
ELECTRICAL PERMIT FEES		
Issuance of Electrical Permit (Commercial & Residential)	$40.00	Permit
Meter Loop New thru 100 AMP (Residential)	$45.00	Permit
150-200 AMP/panel thru 200 AMP (Residential)	$72.00	Permit
Over 200 AMP/Panel thru 320 AMP (Residential)	$99.00	Permit
Over 320 AMP/Panel thru 400 AMP (Residential)	$225.00	Permit
Over 400 AMP/Panel (Residential)	$360.00	Permit
Over 200 AMP/Panel thru 400 AMP (Commercial)	$225.00	Permit
Over 400 AMP/Panel thru 600 AMP (Commercial)	$270.00	Permit
Over 600 AMP/Panel thru 800 AMP (Commercial)	$360.00	Permit
Over 800 AMP/Panel thru 1000 AMP (Commercial)	$450.00	Permit

Over 1000 AMP/Panel thru 2000 AMP (Commercial)	$630.00	Permit
Over 2000 AMP/Panel (Commercial)	$900.00	Permit
Temporary Power Pole (Commercial & Residential)	$27.00	Permit
Mobile Home Service	$27.00	Permit
Customer-Owned Power Distribution	$45.00	Permit
Each Pole	$6.00	Permit
Per 100 feet of Underground Wiring	$6.00	Permit
Service Change Only/No outlets	$27.00	Permit
Low Voltage	$20.00	Unit
MECHANICAL PERMIT FEES		
Issuance of Mechanical Permit (Commercial & Residential)	$40.00	Permit
Ventilation System	$10.00	Permit
Central Furnace	$10.00	Permit
Wall Heater	$10.00	Permit
Refrigeration System	$10.00	Permit
Duct Work System	$10.00	Permit
Solar Space Heating System	$20.00	Permit
Combination Unit HVAC	$10.00	Permit
Chiller	$10.00	Permit
Cooling Tower	$10.00	Permit
Commercial Kitchen Hood	$10.00	Permit
Commercial Duct System	$10.00	Permit
Medical Gas System	$10.00	Permit
Mini Split Installation	$10.00	Permit
Gas Fireplace	$5.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit
Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	$8.50	Permit
Boiler Replacement or Repair	$8.50	Permit
PLUMBING PERMIT FEES		
Issuance of Plumbing/Gas Permit (Commercial & Residential)	$50.00	Permit
Exhaust Fan	$5.00	Permit
Water Distribution System	$5.00	Permit
Building Sewer	$5.00	Permit
Water Heater	$5.00	Permit
Each Swimming Pool	$50.00	Permit

Industrial Waste Interceptor/Trap & Vent	$10.00	Permit
Water Conditioner	$8.50	Permit
Evaporative Cooler	$10.00	Permit
Vacuum Breaker or Back Flow Device	$5.00	Permit
Gas Piping System	$5.00	Permit
Gas Appliance	$5.00	Permit
Gas Pipe Outlet	$4.00	Permit
Domestic Hot Water Solar Heating System	$10.00	Permit
Solar Space Heating System	$10.00	Permit
Sewage Ejector/Grinder	$5.00	Permit
Grease Trap/Interceptor	$5.00	Permit
Water Service Line	$5.00	Permit
Gas Yard Line	$5.00	Permit
Chilled Water Distribution System	$10.00	Permit
Roof Drainage System	$10.00	Permit
Hot Water Solar Potable System	$10.00	Permit
Gray Water System	$10.00	Permit
Sewer Yard Line	$10.00	Permit
Sewer Lateral	$10.00	Permit
Sewer Connection	$40.00	Permit
Line	$10.00	Permit
Lawn Sprinkler System	$13.00	Permit
Temporary Gas	$10.00	Permit
Temporary Heat	$10.00	Permit

Section 3. Section 7-3.3 of SFCC 1987 (being Ord. No. 1983-26 § 3, as amended) is hereby repealed.

Section 4. Subsection 14-3.17(D) of SFCC 1987 (being Ord. No. 2011-37 § 3) is amended to read:

(D) **Process to File an Appeal**

(1) Filing Appeal; Form; Verification

The appellant shall file two copies of the written appeal with the *land use director*. The appeal shall be filed on a form provided for that purpose and shall be verified, signed by the appellant under oath and notarized.

(2) Receipt; Service of Appeal

The *land use director* shall initial and enter the date and time of filing on both copies of the appeal and return one copy to the appellant. Within three days of the filing date, the appellant shall hand deliver a copy of the appeal to any appellee or deliver it by first-class certified mail.

(3) Appeal Fee

(a) An appeal fee shall be paid at the time of filing an appeal.

(b) The *governing body* [~~shall establish by resolution a schedule of fees for appeals~~] has established a fee schedule for appeals as set forth in Table 14-13.1-1 SFCC 1987. The *land use director* may waive or reduce the appeal fee if the *land use director* determines that the appellant would qualify for the *city's* utility fee poverty exemption set forth in Section 15-1.3 SFCC 1987 (Utility Billing - Poverty Exemption).

(4) Multiple Appeals and Multiple Jurisdictions

(a) An appellant may not appeal any single *final action* more than once.

(b) Every appeal requires an independent basis. *Final actions* may not be appealed solely on the basis of alleged mistakes in prior stages of the same project, whether or not the prior *final actions* were appealed.

(c) More than one appellant may file an appeal of a *final action*, and appellants may combine their appeals and share the appeal fee proportionally. All appeals of any single *final action* shall be consolidated for hearing purposes.

(d) Any review by the *governing body* of a planning commission decision under Section 14-2.2(A)(3) shall be combined with the hearing on an

appeal of that decision.

(e) In the case of an appeal that includes *final actions* that fall under the jurisdiction of more than one *land use board*, the *land use director* shall determine the appropriate *land use board* to hear any particular issue on appeal, except as otherwise provided in this section.

(5) Withdrawal

An appellant may withdraw the appeal at any time. A withdrawal does not affect any related appeal. At any time after an appeal has been filed, an appellant and appellee may agree to settle any matters raised in the appeal and the appellant may withdraw the appeal; provided that such settlement complies with applicable code requirements, including any conditions of approval of the *final action* being appealed.

(6) Conformity of Appeal

The *land use director* shall promptly review all appeals for conformity with the requirements of Section 14-3.17. Upon determining that an appeal does not conform to the requirements, the *land use director* shall refer the matter to the *city* attorney for review.

(a) If the *city* attorney concurs with the *land use director* 's determination, the *city* attorney's written recommendation shall be forwarded to the *governing body* for discussion. The *governing body* may accept the *city* attorney's written recommendation and the decision is final and may be appealed to district court. If the *governing body* does not accept the *city* attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.

(b) If the *city* attorney does not concur with the *land use director* 's determination, the appeal shall be heard as set forth Chapter 14.

(7) District Court Appeals

An appeal of a *final action* of the *governing body* or a *land use board*, or of an action of the *city* manager, the *city* attorney or the *land use director* that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule.

Section 5. [NEW MATERIAL] A new Section 14-13 of SFCC 1987 is hereby adopted to read:

Fees for permits and other matters associated with Chapter 14 SFCC 1987 are established in Table 14-13.1-1 below:

FEE TYPE	FEE	UNIT
CURRENT PLANNING ACTIVITIES		
Pre-application Meeting	$100.00	Per Meeting
Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	$150.00	Per Request
Zoning Compliance Letter/Form	$150.00	Per Letter/Form
Zoning Verification Letter	$75.00	Per Letter
Certificate of Compliance – Lot of Record (Administrative)	$150.00	Per Certificate
Certificate of Compliance - Lot of Record (Planning Commission)	$300.00	Per Certificate
Certificate of Compliance - Residential Condominium	$150.00	Per Statement
Administrative Development Plan Approval	$300.00	Per Request
ENN - Staff Attendance and Documentation of Meeting	$150.00	Per Meeting
Variance - Planning Commission - Without Development Plan or Plat	$750.00	Per Variance
Variance - Board of Adjustment	$300.00	Per Variance
Waiver - Planning Commission	$500.00	Per Waiver
Waiver - City Council (Utility Undergrounding)	$1,500.00	Per Waiver
Waiver - PW Director (Intersection Visibility)	$100.00	Per Waiver
Special or Conditional Use Permit	$1,000.00	Per Permit
Appeal (of LU Director Admin. Decision)	$200.00	Per Appeal
Appeal (of Land Use Board Decision)	$200.00	Per Appeal
Alternate Means of Compliance – (LU Director)	$150.00	Per Request
Alternate Means of Compliance - (Land Use Board)	$500.00	Per Request

Administrative Waiver - (Land Use Board)	$500.00	Per Request
Administrative Waiver – (Land Use Director)	$150.00	Per Request
Setback Affidavit	$150.00	Per Request
Innovative Road Standard	$300.00	Per Request
Applicant-requested Postponement of Land Use Board Hearing	$500.00	Per Postponement
Other Land Use Development Review (per hour)	$75.00	Per Hour
Code Amendment	$1,000.00	Each
Lot Splits	$400.00	Per Split
Lot Line Adjustment	$200.00	Each
Lot Consolidation	$200.00	Each
Dedication, Easement & Vacation Plats	$350.00	Each
Plan/Plat Amendment Administrative	$300.00	Each
Plan/Plat Amendment Planning Commission	$500.00	Each
Lease Agreement	$400.00	Each
License/Lease Agreement Renewal Fee	$75.00	Each
Large Public Notice Poster	$30.00	Each
Medium Public Notice Poster (Administrative Decision)	$25.00	Each
Small Public Notice Poster (Escarpment)	$10.00	Each
Annexation Application under 1 acre	$1,000.00	
Annexation Application 1-9.99 acres (first five acres)	$2,000.00	First Five Acres
Annexation Application (each additional acre after five)	$200.00	Each Additional Acre
Annexation Application 10-24.99 acres (first ten acres)	$3,000.00	First Ten Acres
Annexation Application 25 acres or more	$100.00	Each Additional Acre
General Plan Amendment Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres
General Plan Amendment Application (each additional acre after five)	$200.00	Each Additional Acre
General Plan Amendment Application 10 acres and above	$2,000.00	First Ten Acres
General Plan Amendment Application (each additional acre after ten)	$100.00	Each Additional Acre
Rezoning Application 1-9.99 acres (first five acres)	$1,000.00	First Five Acres

Rezoning Application (each additional acre after five)	$200.00	Each Additional Acre
Rezoning Application 10 acres or more	$2,000.00	First Ten Acres
Rezoning Application (each additional acre after ten)	$100.00	Each Additional Acre
ELECTRICAL FACILITIES		
Administratively Approved Application	$500.00	Application
Transmission Line	$2,000.00	Application
Distribution Line	$1,000.00	Application
Substation or Switching Station	$2,000.00	Application
DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)		
$0-$999	$350.00	
$1,000-$4,999	$600.00	
$5,000-$49,999	$1,100.00	
$50,000-$149,999	$1,500.00	
$150,000-$499,999	$2,500.00	
$500,000-$999,999	$5,000.00	
$1,000,000-$1,999,999	$7,000.00	
$2,000,000 and above	$10,000.00	
Each Additional Million after $2 Million	$1,000.00	
SUBDIVISIONS		
Subdivision Application 3-5 lots Prelim Plat	$400.00	Per plat
Subdivision Application 3-5 lots Final Plat	$400.00	Per plat
Subdivision Application 6+ lots Prelim Plat	$150.00	Per Lot After (5)
Subdivision Application 6+ lots Final Plat	$150.00	Per Lot After (5)
Family Transfer (6 lot max)	$150.00	Per Plat
TECHNICAL REVIEW ACTIVITIES		
Floodplain Determination Letter	$50.00	Per Request
Escarpment Pre-Submittal Meeting - New Construction	$75.00	Per Request
Escarpment Pre-Submittal Meeting - Addition/Remodel	$50.00	Per Request
Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	$25.00	Per Request
Escarpment - Site Visit	$75.00	Per Site visit
Escarpment - Alternate Siting	$500.00	Per Request
Prairie Dog Relocation Administration	$150.00	Per Request

Letter of Credit Initial Processing (includes closeout)	$300.00	Per Financial Guarantee
Letter of Credit Draw-Down Approval	$75.00	Per Drawdown
Cash Escrow Initial Processing (includes closeout)	$300.00	Per Escrow
Cash Escrow Draw-Down Approval	$75.00	Per Drawdown
Pre-Construction Meeting per the Infrastructure Completion Policy	$500.00	Meeting
Pre-application Advisory Inspections for G&D, Landscaping or ADA	$100.00	Per Inspection Request
Alternate Means of Compliance - Landscape Requirements	$75.00	Per Requirement (varied)
Alternate Means of Compliance - Grading and Drainage Requirements	$150.00	Per Requirement (varied)
GRADING PLAN REVIEW FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45.00	
1,001 to 10,000 cubic yards	$55.00	
10,001 to 100,000 cubic yards	$55.00 for the first 10,000 cubic yards, plus $27.00 for each additional 10,000 cubic yards or fraction thereof	
100,001 to 200,000 cubic yards	$295.00 for the first 100,000 cubic yards, plus $14.50 for each additional 10,000 cubic yards or fraction thereof	
200,001 cubic yards or more	$442.00 for the first 200,000 cubic yards, plus $8.50 for each additional 10,000 cubic yards or a fraction thereof	
GRADING PERMIT FEES		
50 cubic yards or less	$14.00	
51 to 100 cubic yards	$27.00	
101 to 1,000 cubic yards	$45 for the first 100 cubic yards, plus $19.25 for each additional 100 cubic yards or fraction thereof	

1,001 to 10,000 cubic yards	$214 for the first 1,000 cubic yards, plus $15.95 for each additional 1,000 cubic yards or fraction thereof	
10,001-100,000 cubic yards	$357 for the first 10,000 cubic yards, plus $72.00 for each additional	
100,001 cubic yards or more	$1,010 for the first 100,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or a fraction thereof	
Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	150% of Grading Permit Fee	
Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of $2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	150% of Grading Permit Fee	
Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	150% of Grading Permit Fee	
WATER BUDGET ACTIVITIES		
Review Alternate Development Water Budget Proposal	$150.00	Per Request
HISTORIC AND ARCHAEOLOGICAL ACTIVITIES		
Historic Districts Pre-Application Meeting/Site Visit	$75.00	Per Request
Historic Districts Application Fee for Administrative Approval	$100.00	Per Request
Archaeological Review Application Fee for Public Hearing	$100.00	Per Request
HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)	$250 (min) - $2000 (max.)	Per Request
Appeal to Archaeological Review Committee	$100.00	Per Appeal
Exception (if required)	$250.00	Each
Archaeological Clearance Permits (Existing)	$10.00	Per Construction Permit
Medium Notice Poster	$25.00	Each

BUILDING CODE INSPECTION & ENFORCEMENT ACTIVITIES		
Home Occupation	$175.00	Application
Special Event Permit, Temporary Structures	$100.00	Per Permit
Temporary Use Permit (including filming of motion pictures)	$125.00	Per Permit
Noise Permit	$25.00	Per Permit
Itinerant Vendors	$150.00	Per Permit
Certificates of Occupancy Reissue (not for building permit)	$75.00	Per Certificate
Re-Inspection Fee (minimum 2 hours)	$60.00	Per Hour
Additional Inspection Fee (minimum 2 hours)	$60.00	Per Hour
After Hours Inspections Fee	$85.00	Per Hour
[~~**CODE ENFORCEMENT ACTIVITIES**~~		
~~Temporary Use Permit (including filming of motion pictures)~~	~~$125.00~~	~~Per Permit~~
~~Short-Term Rental Application Fee~~	~~$100.00~~	~~Per Application~~
~~Short-Term Rental Renewal Late Fee~~	~~$50.00~~	~~Per Permit or Registration~~
~~Short-Term Rental Residential Permit Fee~~	~~$290.00~~	~~Per Permit Per Year~~
~~Short-Term Rental Business License Fee~~	~~$35.00~~	~~Annually~~
~~Short-Term Rental Resort Unit/Non-Residential/Commercial Registration Fee~~	~~$65.00~~	~~Per Registration Per Year~~
~~Short-Term Rental Renewal Late Fee~~	~~$50.00~~	~~Per Permit or Registration~~
~~HDRB Application Fee for Public Hearing (0.5% of Proposed Construction Cost)~~	~~$250 (min) - $2000 (max.)~~	~~Per Request~~
~~Medium Notice Poster~~	~~$25.00~~	~~Each~~]

Section 6. Subsection 14-8.2(D)(2) of the Land Development Code (being Ord. No. 2011-37 § 10) is amended to read:

14-8.2 TERRAIN AND STORMWATER MANAGEMENT

(D) **Standards for All Grading**

(2) Grading

(a) *Grading* for *buildings* is limited to fifteen (15) feet beyond the

outer edge of the *building* foundation, patio, *wall*, driveway, road, parking area or other constructed facility except as necessary:

(i) for the construction of stormwater runoff management measures in compliance with this Section 14-8.2; or

(ii) to accommodate required horizontal to vertical measurements for *cut* and *fill slopes*.

(b) Natural *slopes* thirty percent or greater shall remain undisturbed, except for arroyo crossings and for no more than three isolated occurrences of *sloped* areas where each individual disturbance shall not exceed one thousand (1,000) square feet, as approved by the *city engineer*. The *city engineer* may waive this provision, in writing, stating the reasons and basis for such approval, if evidence is provided by the *applicant* showing that strict enforcement of this provision would prohibit access to the *lot* or placement of utilities. This provision applies solely to the construction of roads, driveways and utility placement and is not intended to allow *development* on natural *slopes* exceeding thirty percent. The other provisions of the escarpment overlay district ordinance and the terrain and stormwater management regulations shall remain in effect.

(c) Phasing for *grading* and clearing may be required by the *city engineer* on all sites where construction will not begin immediately after clearing and *grading*;

(d) A construction *permit* for *grading* for driveway construction shall not be issued unless the *city engineer* has first determined that the driveway provides access to a buildable area as defined in Subsection 14-8.2(D)(3) and that the *permit* complies with the requirements of Section 14-

5.6 (Escarpment Overlay District); and

(e) All *grading* completed on the site shall conform to the approved *grading* plan.

(f) The *land use director* may grant an *application* submitted to the building division of the land use department for a *preliminary clearing and grubbing permit* or a *limited grading permit*, allowing for work authorized under such *permit* solely at the risk of the *owner* while an *application* for an associated *permit* for comprehensive grading and drainage or landscape and utilities is pending.

(g) Under emergency circumstances, the *land use director* may issue [~~a~~] an *emergency grading at owner*'s *risk permit* prior to the submission of an *application*. A *permit* issued under this subparagraph shall expire twelve (12) months after issuance with no allowance for extensions.

Section 7. Subsection 14-9.5(B) of the Land Development Code (being Ord. No. 2013-16 § 60, as amended) is amended as follows:

14-9.5 INFRASTRUCTURE DEDICATION, COMPLETION, AND GUARANTEES

(B) Infrastructure Completion or Agreement to Construct Improvements Required

The developer must complete *public improvements* [~~or~~] *and quasi-public* [~~*infrastructure*~~] *improvements* required for any *development* [~~shall be completed by the developer~~] in accordance with plans approved by the *city* and must pass inspection prior to commencing other aspects of the *development*, or the developer must enter into an agreement with the *city* to construct improvements as described in Subsection 14-9.5(C). If the developer seeks to construct *public improvements and quasi-public improvements* without entering into an agreement to construct, the developer must first submit a financial guarantee based on an engineer's estimate for the cost

of *site restoration* plus ten percent (10%) of the construction valuation, which shall be held until the end of the twelve-month warranty period. The *infrastructure* must be completed or the agreement to construct improvements must be executed prior to the earliest of the following:

(1) recording the *plat* for *development* that requires a subdivision *plat* other than a *plat* for a *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision*;

(2) recording or filing in *city* archives an approved *development* plan;

(3) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which a *plat* for an inheritance or *family* transfer subdivision, a summary procedure *lot* split or a *resubdivision* is required; and

(4) issuance of a construction *permit* for any construction other than the *infrastructure*, for *development* for which no subdivision *plat* or *development* plan is required.

Section 8. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definition:

PERMIT, EMERGENCY GRADING AT OWNER'S RISK

A permit with applicable conditions that allows grading done solely at the risk of the owner, issued at the discretion of the land use director for the purpose of addressing an unforeseen emergency circumstance that poses an active or imminent danger to life, safety, or property and that requires immediate grading work to limit presently occurring damage or to prevent damage from occurring.

PERMIT, LIMITED GRADING

A permit with applicable conditions that allows partial grading of a site done solely at the risk of the owner, issued at the discretion of the land use director for the purpose of mitigating financial or other hardship while an application for an associated comprehensive grading and drainage permit is pending.

PERMIT, PRELIMINARY CLEARING AND GRUBBING

A permit with applicable conditions that allows clearing and grubbing of site vegetation, without any grading, excavating, or filling, done solely at the risk of the owner and issued at the discretion of the land use director for the purpose of mitigating financial or other hardship while an application for an associated comprehensive grading and drainage permit is pending.

SITE RESTORATION

The process of renewing, reclamation, and salvage of site features and ecosystems that have been altered, degraded, damaged, or destroyed by unauthorized or illegal activity to pre-development conditions or to other modified conditions as approved by the *city engineer*.

Section 9. Effective Date. This ordinance shall take effect on January 1, 2021.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Land Use Fees (Substitute)

Final Audit Report 2020-09-10

Created:	2020-09-09
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA09P8Gq1JddCBqcKqq929bL4SmZO7X3Z6

"Land Use Fees (Substitute)" History

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Signature Date: 2020-09-10 - 2:34:56 PM GMT - Time Source: server- IP address: 67.180.3.211

Signed document emailed to Jesse Guillen (jbguillen@ci.santa-fe.nm.us), jmkluck@santafenm.gov, sapaez@santafenm.gov, Elias Isaacson (esisaacson@santafenm.gov), and 1 more
2020-09-10 - 2:34:56 PM GMT

CURRENT AND PROPOSED PLANNING & LAND USE FEES - SIDE BY SIDE COMPARISON			
FEE TYPE	**FEE STATUS**	**CURRENT FEE AMOUNT**	**PROPOSED FEE AMOUNT**
BUILDING PERMIT ACTIVITIES			
Mandatory Pre-Submittal Building Permit Meeting - Large Projects with Multiple Subject Matter Experts (1.5 hours)	NEW		$500/Meeting
Optional Pre-Submittal Building Permit Meeting - Small Projects with 1 or 2 Subject Matter Experts (1 hour)	NEW		$150/Meeting
Pre-Submittal Building Permit Plan Review Consultations and Residential Master Model Review	CURRENT	$60/Hour	
Green Building Code - Early Consultation	NEW		$60/Consultation
Green Building Code - Building Permit Review	CURRENT	$100/Permit	
PV Solar (Commercial or Residential)	INCREASE	$40/Permit (cost of trade permit only	$100/Permit
Permit Revisions/Corrections Review (1st Revision review per station free, and not subject to fee)	NEW		$60/Hour
Building Permit Extension	NEW		$100/Six Month Extension
Building Permit Revision (change information and	NEW		$120/Revision
PRIMARY BUILDING PERMIT ADMINISTRATIVE FEES			
Administrative Fee	CURRENT	$40 Each	
Construction Valuation of:			
$1 to $500	CURRENT	$25.00	
$501 to $2,000	CURRENT	$25.35 for the first $500 plus 3.05 for each additional $100 or fraction thereof, up to and including $2000	
$2,001 to $25,000	CURRENT	$69.25 for the first $2001 plus $14 for each additional $1000 or fraction thereof, up to and including $25,000	
$25,001 to $50,000	CURRENT	$391.75 for the first $25,001 plus $10.10 for each additional $1000 or fraction thereof, up to and including $50,000	
$50,001 to $100,000	CURRENT	$643.75 for the first $50,001 plus $7 for each additional $1000 or fraction thereof, up to and including $100,000	

$100,001 to $275,000	CURRENT	$993.75 for the first $100,001 plus $5.93 for each additional $1000 or fraction thereof, up to and including $275,000	
$275,001 to $500,000	CURRENT	$1,830.00 for the first $275,001 plus $7.30 for each additional $1000 or fraction thereof, up to and including $500,000	
$500,001 to $1,000,000	CURRENT	$3518.37 for the first $500,000 plus $5.60 for each additional $1000 or fraction thereof, up to and including $1,000,000	
$1,000,001 and up	CURRENT	$5,893.37 for the first $1,000,001 plus $4.40 for each additional $1,000 or fraction thereof	
Signage Permit	CURRENT	$0.40/sq.ft. plus $45.00 review fee	
Residential Plan Review	CURRENT	50% of Permit Fee	
Commercial Plan Review	CURRENT	75% of Permit Fee	
Plan Amendment Review Fee	CURRENT	$60/Hr (minimum 2 hours)	
Demolition Permit Fee (Residential)	CURRENT	$40/Permit	
Demolition Permit Fee (Commercial)	CURRENT	$60/Permit	
Building Without a Permit	CURRENT	Double the original permit fee/Permit	
Expedited Plan Review	NEW		Cost of preapproved third party plan review + 20% service charge for administration and other required review/Permit
ELECTRICAL PERMIT FEES			
Issuance of Electrical Permit (Commercial & Residential)	CURRENT	$40/Permit	
Meter Loop New thru 100 AMP (Residential)	CURRENT	$45/Permit	
150-200 AMP/panel thru 200 AMP (Residential)	CURRENT	$72/Permit	
Over 200 AMP/Panel thru 320 AMP (Residential)	CURRENT	$99/Permit	
Over 320 AMP/Panel thru 400 AMP (Residential)	CURRENT	$225/Permit	
Over 400 AMP/Panel (Residential)	CURRENT	$360/Permit	
Over 200 AMP/Panel thru 400 AMP (Commercial)	CURRENT	$225/Permit	

Over 400 AMP/Panel thru 600 AMP (Commercial)	CURRENT	$270/Permit	
Over 600 AMP/Panel thru 800 AMP (Commercial)	CURRENT	$360/Permit	
Over 800 AMP/Panel thru 1000 AMP (Commercial)	CURRENT	$450/Permit	
Over 1000 AMP/Panel thru 2000 AMP (Commercial)	CURRENT	$630/Permit	
Over 2000 AMP/Panel (Commercial)	CURRENT	$900/Permit	
Temporary Power Pole (Commercial & Residential)	CURRENT	$27/Permit	
Mobile Home Service	CURRENT	$27/Permit	
Customer-Owned Power Distribution	CURRENT	$45/Permit	
Each Pole	CURRENT	$6/Permit	
Per 100 feet of Underground Wiring	CURRENT	$6/Permit	
Service Change Only/No outlets	CURRENT	$27/Permit	
Low Voltage	CURRENT	$20/Permit	
MECHANICAL PERMIT FEES			
Issuance of Mechanical Permit (Commercial & Residential)	CURRENT	$40/Permit	
Ventilation System	CURRENT	$10/Permit	
Central Furnace	CURRENT	$10/Permit	
Wall Heater	CURRENT	$10/Permit	
Refrigeration System	CURRENT	$10/Permit	
Duct Work System	CURRENT	$10/Permit	
Solar Space Heating System	CURRENT	$10/Permit	
Combination Unit HVAC	CURRENT	$10/Permit	
Chiller	CURRENT	$10/Permit	
Cooling Tower	CURRENT	$10/Permit	
Commercial Kitchen Hood	CURRENT	$10/Permit	
Commercial Duct System	CURRENT	$10/Permit	
Medical Gas System	CURRENT	$10/Permit	
Mini Split Installation	CURRENT	$10/Permit	
Gas Fireplace	CURRENT	$5/Permit	
Temporary Gas	CURRENT	$10/Permit	
Temporary Heat	CURRENT	$10/Permit	
Repairs or Additions, Heating Appliance, Refrigeration Unit, Cooling System	CURRENT	$8.50/Permit	
Boiler Replacement or Repair	CURRENT	$8.50/Permit	
PLUMBING PERMIT FEES			
Issuance of Plumbing/Gas Permit (Commercial & Residential)	CURRENT	$50/Permit	
Exhaust Fan	CURRENT	$5/Permit	
Water Distribution System	CURRENT	$5/Permit	
Building Sewer	CURRENT	$5/Permit	
Water Heater	CURRENT	$5/Permit	
Each Swimming Pool	CURRENT	$50/Permit	
Industrial Waste Interceptor/Trap & Vent	CURRENT	$10/Permit	
Water Conditioner	CURRENT	$8.50/Permit	

Evaporative Cooler	CURRENT	$10/Permit	
Vacuum Breaker or Back Flow Device	CURRENT	$5/Permit	
Gas Piping System	CURRENT	$5/Permit	
Gas Appliance	CURRENT	$5/Permit	
Gas Pipe Outlet	CURRENT	$4/Permit	
Domestic Hot Water Solar Heating System	CURRENT	$10/Permit	
Solar Space Heating System	CURRENT	$10/Permit	
Sewage Ejector/Grinder	CURRENT	$5/Permit	
Grease Trap/Interceptor	CURRENT	$5/Permit	
Water Service Line	CURRENT	$5/Permit	
Gas Yard Line	CURRENT	$5/Permit	
Chilled Water Distribution System	CURRENT	$10/Permit	
Roof Drainage System	CURRENT	$10/Permit	
Hot Water Solar Potable System	CURRENT	$10/Permit	
Gray Water System	CURRENT	$10/Permit	
Sewer Lateral	CURRENT	$10/Permit	
Sewer Connection	CURRENT	$40/Permit	
Sewer Yard Line	CURRENT	$10/Permit	
Line	CURRENT	$10/Permit	
Lawn Sprinkler System	CURRENT	$13/Permit	
Temporary Gas	CURRENT	$10/Permit	
Temporary Heat	CURRENT	$10/Permit	
CURRENT PLANNING ACTIVITIES			
Pre-application Meeting	NEW		$E107:F166100/Meeting
Code Interpretation, Formal Issuance (PZ Letter/Zoning Statement)	NEW		$150/Request
Zoning Compliance Letter/Form	NEW		$150/Letter or Form
Zoning Verification Letter	NEW		$75/Letter
Certificate of Compliance – Lot of Record (Administrative)	NEW		$150/Certificate
Certificate of Compliance - Lot of Record (Planning Commission)	NEW		$300/Certificate
Certificate of Compliance - Residential Condominium	NEW		$150/Statement
Administrative Development Plan Approval	CURRENT	$300/Request	
ENN - Staff Attendance and Documentation of Meeting	NEW		$150/Meeting
Variance - Planning Commission - Without Development Plan or Plat	INCREASE	$500/Variance	$750/Variance
Variance - Board of Adjustment	INCREASE	$250/Variance	$300/Variance
Waiver - Planning Commission	NEW		$500/Waiver
Waiver - City Council (Utility Undergrounding)	NEW		$1,500/Waiver
Waiver - PW Director (Intersection Visibility)	NEW		$100/Waiver
Special or Conditional Use Permit	INCREASE	$350/Permit	$1,000/Permit
Appeal (of LU Director Admin. Decision)	INCREASE	$100/Appeal	$200/Appeal
Appeal (of Land Use Board Decision)	INCREASE	$100/Appeal	$200/Appeal
Alternate Means of Compliance – (LU Director)	NEW		$150/Request

Alternate Means of Compliance - (Land Use Board)	NEW		$500/Request
Administrative Waiver - (Land Use Board)	NEW		$500/Request
Administrative Waiver – (Land Use Director)	NEW		$150/Request
Setback Affidavit	NEW		$150/Request
Innovative Road Standard	NEW		$300/Request
Applicant-requested Postponement of Land Use Board Hearing	NEW		$500/Postponement
Other Land Use Development Review (per hour)	INCREASE	$50/Hour	$75/Hour
Code Amendment	INCREASE	$500 Each	$1000 Each
Lot Splits	INCREASE	$250/Split	$400/Split
Lot Line Adjustment	CURRENT	$200 Each	
Lot Consolidation	CURRENT	$200 Each	
Dedication, Easement & Vacation Plats	CURRENT	$350 Each	
Plan/Plat Amendment Administrative	CURRENT	$300 Each	
Plan/Plat Amendment Planning Commission	CURRENT	$500 Each	
Lease Agreement	CURRENT	$400 Each	
License Agreement	CURRENT	$400 Each	
License/Lease Agreement Renewal Fee	CURRENT	$75 Each	
Large Public Notice Poster	CURRENT	$30 Each	
Medium Public Notice Poster (Administrative Decision)	NEW		$25/Each
Small Public Notice Poster (Escarpment)	NEW		$10/Each
Annexation Application under 1 acre	CURRENT	$1,000 Each	
Annexation Application 1-9.99 acres (first five acres)	CURRENT	$2,000 First Five Acres	
Annexation Application (each additional acre after five)	CURRENT	$200 Each Additional Acre	
Annexation Application 10-24.99 acres (first ten acres)	CURRENT	$3,000 First Ten Acres	
Annexation Application 25 acres or more	CURRENT	$100 Each Additional Acre	
General Plan Amendment Application 1-9.99 acres (first five acres)	CURRENT	$1,000 First Five Acres	
General Plan Amendment Application (each additional acre after five)	CURRENT	$200 Each Additional Acre	
General Plan Amendment Application 10 acres and above	CURRENT	$2,000 First Ten Acres	
General Plan Amendment Application (each additional acre after ten)	CURRENT	$100 Each Additional Acre	
Rezoning Application 1-9.99 acres (first five acres)	CURRENT	$1,000 First Five Acres	
Rezoning Application (each additional acre after five)	CURRENT	$200 Each Additional Acre	
Rezoning Application 10 acres or more	CURRENT	$2,000 First Ten Acres	
Rezoning Application (each additional acre after ten)	CURRENT	$100 Each Additional Acre	
ELECTRICAL FACILITIES			

Administratively Approved Application	NEW		$500/Application
Transmission Line	NEW		$2,000/Application
Distribution Line	NEW		$1,000/Application
Substation or Switching Station	NEW		$2,000/Application
DEVELOPMENT PLAN APPLICATION AND TELECOMMUNICATIONS REVIEW FEES (BASED ON COST OF DEVELOPMENT)			
$0-$999	CURRENT	$350.00	
$1,000-$4,999	CURRENT	$600.00	
$5,000-$49,999	CURRENT	$1,100.00	
$50,000-$149,999	CURRENT	$1,500.00	
$150,000-$499,999	CURRENT	$2,500.00	
$500,000-$999,999	CURRENT	$5,000.00	
$1,000,000-$1,999,999	CURRENT	$7,000.00	
$2,000,000 and above	CURRENT	$10,000.00	
Each Additional Million after $2 Million	CURRENT	$1,000.00	
SUBDIVISIONS			
Subdivision Application 3-5 lots Prelim Plat	CURRENT	$400/Plat	
Subdivision Application 3-5 lots Final Plat	CURRENT	$400/Plat	
Subdivision Application 6+ lots Prelim Plat	CURRENT	$150/Lot After (5)	
Subdivision Application 6+ lots Final Plat	DECREASE	$200/Lot After (5)	$150/Lot After (5)
Family Transfer (6 lot max)	CURRENT	$150/Plat	
TECHNICAL REVIEW ACTIVITIES			
Floodplain Determination Letter	NEW		$50/Request
Escarpment Pre-Submittal Meeting - New Construction	NEW		$75/Request
Escarpment Pre-Submittal Meeting - Addition/Remodel	NEW		$50/Request
Escarpment Pre-Submittal Meeting - Other (small e.g., fence, shed, etc.)	NEW		$25/Request
Escarpment - Site Visit	NEW		$75/Site Visit
Escarpment - Alternate Siting	NEW		$500/Request
Prairie Dog Relocation Administration	NEW		$150/Request
Letter of Credit Initial Processing (includes closeout)	NEW		$300/Financial Guarantee
Letter of Credit Draw-Down Approval	NEW		$75/Drawdown
Cash Escrow Initial Processing (includes closeout)	NEW		$300/Escrow
Cash Escrow Draw-Down Approval	NEW		$75/Drawdown
Pre-Construction Meeting per the Infrastructure Completion Policy	NEW		$500/Meeting
Pre-application Advisory Inspections for G&D, Landscaping or ADA	NEW		$100/Inspection Request
Alternate Means of Compliance - Landscape Requirements	NEW		$75/Requirement
Alternate Means of Compliance - Grading and Drainage Requirements	NEW		$150/Requirement
GRADING PLAN REVIEW FEES			
50 cubic yards or less	CURRENT	$14.00	
51 to 100 cubic yards	CURRENT	$27.00	

101 to 1,000 cubic yards	CURRENT	$45.00	
1,001 to 10,000 cubic yards	CURRENT	$55.00	
10,001 to 100,000 cubic yards	CURRENT	$55.00 for the first 10,000 cubic yards, plus $27.00 for each additional 10,000 cubic yards or fraction thereof	
100,001 to 200,000 cubic yards	CURRENT	$295.00 for the first 100,000 cubic yards, plus $14.50 for each additional 10,000 cubic yards or fraction thereof	
200,001 cubic yards or more	CURRENT	$442.00 for the first 200,000 cubic yards, plus $8.50 for each additional 10,000 cubic yards or a fraction thereof	
GRADING PERMIT FEES			
50 cubic yards or less	CURRENT	$27.00	
51 to 100 cubic yards	CURRENT	$45.00	
101 to 1,000 cubic yards	CURRENT	$45 for the first 100 cubic yards, plus $19.25 for each additional 100 cubic yards or fraction thereof	
1,001 to 10,000 cubic yards	CURRENT	$214 for the first 1,000 cubic yards, plus $15.95 for each additional 1,000 cubic yards or fraction thereof	
10,001-100,000 cubic yards	CURRENT	$357 for the first 10,000 cubic yards, plus $72.00 for each additiona l10,000 cubic yards or a fraction thereof	
100,001 cubic yards or more	CURRENT	$1,010 for the first 100,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or a fraction thereof	
Clearing & Grubbing or Limited Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee Based on Engineer's Estimate)	NEW		150% of Grading Permit Fee
Emergency Grading at Owner's Risk Permit (Must Also Submit Financial Guarantee of $2000.00 Per Acre or as stipulated by the City Engineer after review of the terrain conditions and the extent of required grading)	NEW		150% of Grading Permit Fee

Construction of Public and Quasi-Public Infrastructure without an Agreement to Construct (Must Also Submit Financial Guarantee Based on Engineer's Estimate for Site Restoration and for 10% of the construction valuation, which shall be held until the end of the warranty period)	NEW		150% of Grading Permit Fee
WATER BUDGET ACTIVITIES			
Review Alternate Development Water Budget Proposal	NEW	$150/Request	
HISTORIC AND ARCHAEOLOGICAL ACTIVITIES			
Historic Districts Pre-Application Meeting/Site Visit	NEW		$75/Request
Historic Districts Application Fee for Administrative Approval	NEW		$100/Request
Archaeological Review Application Fee for Public Hearing	NEW		$100/Appeal
Appeal to Archaeological Review Committee	NEW		$100/Appeal
Exception (if required)	DECREASE	$350 Each	$250 Each
Archaeological Clearance Permits (Existing)	CURRENT	$10/Permit	
HDRB Application Fee for Public Hearing (0.5% of	CURRENT	$250 (min) - $2000	
Medium Notice Poster	CURRENT	$25 Each	
BUILDING CODE INSPECTION ACTIVITIES			
Home Occupation	NEW		$175/Application
Special Event Permit, Temporary Structures	INCREASE	$35/Permit	$100/Permit
Noise Permit	NEW		$25/Permit
Itinerant Vendors	INCREASE	$10/Booth or $75 for Mobile Vendor/Permit	$150/Permit
Certificates of Occupancy Reissue (not for building permit)	NEW		$75/Certificate
Re-Inspection Fee (minimum 2 hours)	CURRENT	$60/Hour	
Additional Inspection Fee (minimum 2 hours)	CURRENT	$60/Hour	
After Hours Inspections Fee	CURRENT	$85/Hour	
CODE ENFORCEMENT ACTIVITIES			
Temporary Use Permit (including filming of motion pictures)	CURRENT	$125/Permit	
Short-Term Rental Application Fee	CURRENT	$100/Application	
Short-Term Rental Residential Permit Fee	CURRENT	$290/Permit Per Year	
Short-Term Rental Business License Fee	CURRENT	$35 Annually	
Short-Term Rental Resort Unit/Non-	CURRENT	$65/Registration Per Year	
Short-Term Rental Renewal Late Fee	CURRENT	$50/Permit or Registration	

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

ISSUE NO. 8I

Consideration of Bill No. 2020-__: An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-9 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and Quasi-Public Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Site Restoration"; and Establishing an Effective Date. (Mayor Webber) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

COMMITTEE REVIEW

Planning Commission:	8/20/2020
Public Works and Utilities Committee:	8/24/20
Finance Committee:	8/31/2020
Governing Body (Request to Publish):	9/09/2020
Governing Body (Public Hearing):	9/30/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled off Consent Agenda by Councilor Vigil Coppler for Discussion on New Fees. Approved unanimously to forward to 08/31/2020 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020
FOR CITY COUNCIL MEETING OF 09/09/20

c) Consideration of Bill No. 2020-__: An Ordinance Creating New Section 7-1.11 and 14-13 SFCC 1987, Establishing a Fee Schedule for Services Provided by the Land Use Department; Repealing Section 7-3.3, Regarding the Permit Fee to Move a Building; Amending Section 14-9 to Allow the Land Use Director to Issue Certain Preliminary Permits at the Owner's Own Risk; Amending Section 14-9.5 to Clarify the Process for Constructing Public and Quasi-Public Improvements Prior to Commencement of Other Aspects of Development; Adding a Definition to Subsection 14-12.1 for "Site Restoration"; and Establishing an Effective Date. (Mayor Webber) (Eli Isaacson, Land Use Department Director, eaisaacson@santafenm.gov, 955-6830)

COMMITTEE REVIEW
Planning Commission: 8/20/2020
Public Works and Utilities Committee: 8/24/20
Finance Committee: 8/31/2020
Governing Body (Request to Publish): 9/09/2020
Governing Body (Public Hearing): 9/30/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe New Mexico
Memorandum

Date: July 30, 2020

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

From: Elias Is aacson, AICP ESI
Planning and Land Use Director

RE: Commissary Kitchens Bill

ITEM AND ISSUE:

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

BACKGROUND AND SUMMARY:

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

ACTION REQUESTED:

Approve the Bill as presented.

ATTACHMENTS:

Bill

Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Renee Villarreal

AN ORDINANCE

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

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

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

14-12.1 DEFINITIONS

COMMISSARY KITCHEN

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

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3264

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Commissary Kitchens

Sponsor(s): Councilors Lindell and Villarreal

Revie wing Department(s): Land Use

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

Revie wed by City Attorney: _____ Date: Aug 3, 2020

Revie wed by Finance Director: Mary McCoy Date: Aug 4, 2020

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

Departments Affected:
Land Use Department

Consequences of Not Enacting Legislation:
Commissary Kitchens would not be allowed in C- 1 zoning districts.

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

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

Fiscal Implications:
There are no direct fiscal impacts to this legislation.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

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

ISSUE NO. 8J

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

COMMITTEE REVIEW

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

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

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 09/02/2020
FOR CITY COUNCIL MEETING OF 09/30/2020

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

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

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

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