



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
OCTOBER 05, 2020  
5:00 PM  
ATTEND VIRTUALLY

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## AMENDED SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than ten (10) people, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Regular Finance Committee Meeting – September 21, 2020
6. **PRESENTATION**



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REGULAR MEETING OF  
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- a. FY20 Internal Audit (REDW)- Stephanie Woodruff, Chair of Audit Committee, Jessica Bundy, CPA, Principal, REDW; Caitlin Gutierrez, CPA, Internal Audit Manager, REDW Claire Hilleary, CPA, MBA, Audit and Consulting Senior Manager, REDW
- b. Benefits Presentation (Ashley Barela, Assistant Human Resources Director, [ambarela@santafenm.gov](mailto:ambarela@santafenm.gov), 955-6517, Bernadette Salazar, Human Resources Director, [bjsalazar@santafenm.gov](mailto:bjsalazar@santafenm.gov), 955-6591, AON representative)

## 7. ACTION ITEMS: CONSENT

- a. Project Status Presentation and Request for Retroactive Approval of Amendment No. 2 to the contract for construction for CIP Project #503a (Salvador Perez Recreation Building – structural and building envelope rehabilitation), for the purpose of an increase of \$35,457.72 to the contract amount for additional deferred maintenance scope as detailed in the memo, the B&D Industries cost proposal and the presentation materials.  
(Anson Rrane, PW Project Administrator, [aerane@santafenm.gov](mailto:aerane@santafenm.gov), 955-5935)

### Committee Review:

PWC (approved) 5-26-20  
Finance (rescheduled) 10-05-20  
Governing Body (scheduled) 10-14-20

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

### COMMITTEE REVIEW:

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

- c. Request for the Approval of the Inmate Confinement Agreement with Santa Fe County for the Incarceration, Care and Maintenance of Persons Charged with or Arrested for a Crime. Term of Agreement is Four (4) Years. Total



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Estimated Budgeted for Four. (4) Years is \$2,000,000 (Santa Fe County);  
(Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)

**COMMITTEE REVIEW:**

Public Works and Utilities (approved)	09/29/2020
Finance Committee (Scheduled)	10/05/2020
Quality of Life (Scheduled)	10/07/2020
Governing Body (Scheduled)	10/14/2020

- d. Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is \$539,662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)

**COMMITTEE REVIEW:**

Public Works and Utilities (Approved)	09/29/2020
Finance Committee (Scheduled)	10/05/2020
Quality of Life Committee (scheduled)	10/07/2020
Governing Body (Scheduled)	10/14/2020

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

**COMMITTEE REVIEW:**

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

- f. Request Approval of a Budget Adjustment Resolution (BAR) for Public Utilities Department to fund vacant positions through the 2020/2021 fiscal year in the total amount of \$2,940,219.85 across 12 Public Utilities sections. (Shannon Jones, Public Utilities Director, [swjones@santafenm.gov](mailto:swjones@santafenm.gov))

- g. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of \$398,750.64 to pay back taxes to the IRS for the 2016 and 2017 tax years. (Jarel LaPan Hill, City Manager, [jlapanhill@santafenm.gov](mailto:jlapanhill@santafenm.gov); Bernadette Salazar, HR Director, [bjosalazar@santafenm.gov](mailto:bjosalazar@santafenm.gov); Erin



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McSherry, City Attorney, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov); Mary McCoy, Finance Director, [mtmccoy@santafenm.gov](mailto:mtmccoy@santafenm.gov).)

- h. 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](mailto:rdbrown@santafenm.gov), 955-6625 and Andrea Salazar, Assistant City Attorney, [asalazar@santafenm.gov](mailto:asalazar@santafenm.gov), 955-6303)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

**NEXT MEETING: October 19 2020**

11. **ADJOURN**

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



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
SEPTEMBER 21, 2020 AT 5:00  
PM

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## SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

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Agenda: The agenda for the meeting will be posted at [santafe.primegov.com/portal/search](https://santafe.primegov.com/portal/search).

1. **CALL TO ORDER**
2. **ROLL CALL**

### **Members Present:**

Councilor Roman Abeyta  
Councilor Renee Villarreal  
Councilor Carol Romero-Wirth  
Councilor Signe Lindell  
Councilor Jamie Cassutt-Sanchez

### **Members Excused:**

### **Others Attending:**



# MINUTES

REGULAR MEETING OF  
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SEPTEMBER 21, 2020 AT 5:00  
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Mary McCoy, Finance Department Director  
Carolynn Roibal, Administrative Manager

### 3. APPROVAL OF AGENDA

**MOTION:** Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the agenda as amended. Item 6b withdrawn, more information required. Item 7a-presentation postponed to next Finance Committee Meeting.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

### 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Consent Agenda as amended. Item 6b withdrawn, Item 7a postponed to next Finance Committee Meeting. Councilor Villarreal pulled item d for discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None



# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
SEPTEMBER 21, 2020 AT 5:00  
PM

## 5. APPROVAL OF MINUTES

- a. Regular Finance Committee Meeting – August 31, 2020

**MOTION:** Councilor Lindell moved, seconded by Councilor Villarreal, to approve the Minutes as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

## 6. ACTION ITEMS: CONSENT

- 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](mailto:rnjorgenson@santafenm.gov), 955-4265)

### **COMMITTEE REVIEW**

Finance Committee (Scheduled)

09/21/2020

Governing Body (Scheduled)

09/30/2020

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

- b. 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](mailto:mmgonzales@santafenm.gov) 955-5531)

**COMMITTEE REVIEW**

Finance Committee (Scheduled)	09/21/2020
Governing Body (Scheduled)	09/30/2020

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Contract as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

- c. 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](mailto: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



# MINUTES

REGULAR MEETING OF  
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**MOTION:** Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Resolution as presented on discussion.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

- d. 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](mailto:earinaldi@santafenm.gov) 505-955-4710

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Budget Adjustment Resolution (BAR) as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None



# MINUTES

- e. 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](mailto:earinaldi@santafenm.gov) 505-955-4710

**MOTION:** Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Budget Adjustment Resolution (BAR) as presented.

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

**For:** Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

**Against:** None

**Abstain:** None

- 7. **MATTERS FROM STAFF**
- 8. **MATTERS FROM THE COMMITTEE**
- 9. **MATTERS FROM THE CHAIR**
- 10. **NEXT MEETING: October 05 2020**
- 11. **ADJOURN**

Liaison

Chair



City of Santa Fe

# MINUTES

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
SEPTEMBER 21, 2020 AT 5:00  
PM

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CITY OF  
Santa Fe

City of Santa Fe

Leases Internal Audit

April 2020

# City of Santa Fe Leases Internal Audit

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# **City of Santa Fe**

## **Lease Administration Internal Audit**

### **Report**

City of Santa Fe  
Audit Committee and Management

### **INTRODUCTION**

We performed the internal audit consulting services described below to assist City of Santa Fe in evaluating lease administration. Our internal audit focused on evaluating City of Santa Fe's processes and controls over lease administration to determine if the City was utilizing best practices and sound internal controls. In addition, we evaluated the current processes in place to ensure compliance with the upcoming changes to the lease implementation standard. To gain an understanding of the processes and controls in place we interviewed key personnel. These interviews indicated significant opportunities for improvement in the existing control structure so detailed testing was not considered beneficial at this time.

Our services were performed in accordance with the terms of our Professional Services Agreement and engagement letter for internal audit services and the applicable Standards for Consulting Services prescribed by the American Institute of Certified Public Accountants. Although we have included management's responses in our report, we do not take responsibility for the sufficiency of these responses or the effective implementation of any corrective action.

### **PURPOSE AND OBJECTIVES**

In June 2017, the Governmental Accounting Standards Board (GASB) published a single model for lease accounting in order to assist with improving the comparability and decision-making information provided on a government's financial statements. This change fundamentally alters the way leases were previously accounted for on a government's books by shifting the way leases are recognized, measured and disclosed. Major changes include:

- Lease classifications into "short-term", "contracts that transfer ownership" and "all other";
- Leases longer than 12 months will have balance sheet impact on both the lessee and lessor; and
- Financial statement disclosures and schedules will be required for contracts that transfer ownership and non-short-term leases.

The City of Santa Fe is required to implement GASB 87 by July 1, 2021, for its fiscal year 2022. The City of Santa Fe currently has a lease portfolio consisting of primarily real estate and equipment leases in which the City serves as both the lessee and lessor. Many leases in the portfolio will be subject to the GASB 87 rules therefore, it is critical for the City of Santa Fe to develop an implementation plan and work towards ensuring compliance with the new standard prior to the deadline.

Our internal audit focused on evaluating the City of Santa Fe's controls and processes around lease administration and oversight with an emphasis on measures taken to achieve compliance with GASB 87 by the required implementation date. The primary objectives were to assist management in determining whether processes surrounding the initiation, recording and tracking of leases provided adequate safeguards and reflected best practices to ensure leases were accounted for.

## **SCOPE AND PROCEDURES PERFORMED**

In order to gain an understanding of the processes and operations, we interviewed the following personnel:

- Mary McCoy, Finance Director
- Debra Harris-Garmendia, Accounting Officer
- Clayton Pelletier, Interim Treasury Officer
- Patrick Lucero, Finance Project Manager
- Fran Dunaway, Chief Purchasing Officer
- Jarel LaPan Hill, City Manager
- Brad Fluetch, CFA, Investment and Planning Officer
- Kevin Kellog, Asset Development Manager
- Rich Brown, Economic Development Director
- Lauren Lucero, Economic Development Associate
- Erin McSherry, City Attorney
- Marcos Martinez, Assistant City Attorney
- Irene Romero, Office Manager
- Andrea Salazar, Assistant City Attorney

We inquired whether there are any documented policies and procedures related to lease initiation and management; however, it was communicated that any written documentation was either unavailable or outdated and inconsistent with current practices.

Based on the results of these conversations, significant issues were identified in the existing control structure that the City was already aware of. REDW determined testing the current processes would provide no additional benefit, as it is clear what the issues were and testing

would likely not identify any new insights. REDW worked closely with City of Santa Fe staff to assess which areas should be addressed first and provided recommendations for key considerations as suggested by GASB and the Government Finance Officers Association (GFOA).

## **OBSERVATIONS, RECOMMENDATIONS AND MANAGEMENT RESPONSE**

We identified the following weaknesses in lessee/lessor internal controls:

### ***1) LEASE MANAGEMENT***

The new rules surrounding GASB 87 will require significant recordkeeping for all leases in place with City of Santa Fe. GASB 87 defines a lease as “a contract that conveys control of the right to use another entity’s nonfinancial asset as specified in the contract for a period of time in an exchange or exchange like transaction”. The new standard must be applied retroactively by restating financial statements for all prior periods presented.

The City of Santa Fe has no centralized repository for executed leases, nor any written policies and procedures regarding lease management for when the City is either the lessee or lessor. The Clerk’s Office files all executed contracts, including leases; however, there is no process in place to easily identify lease contracts and/or monitor key dates or other relevant compliance aspects. Further, it was unclear whether the information maintained at the Clerk’s Office was complete and/or accurate. Many lease contracts are old and may lack necessary details that will be necessary to comply with GASB 87.

The existing control structure only provides some oversight for leases in which the City is the Lessee. Lessor type leases are typically older, the contracts lack detail and there is no individual/department responsible for ensuring revenues earned are being collected timely.

**Potential Risk:** *High* – The City of Santa Fe has no mechanism in place to 1) easily identify its portfolio of leases as both the lessee and lessor 2) track and monitor key dates, payments, or other compliance aspects of each individual lease; and, 3) ensure compliance with financial reporting guidelines and upcoming GASB 87 implementation thus elevating this risk to high.

### **Recommendations**

#### GASB 87 Implementation Plan

In accordance with key considerations provided by the GFOA, the City of Santa Fe should consider developing an implementation plan for GASB 87. While the City of Santa Fe has taken some proactive steps to get prepared, such as beginning work on developing a complete lease database and upgrading the MUNIS Financials system, there are several other steps that must be performed to ensure compliance with implementation rules. Below are several recommendations listed in order of suggested implementation that synchronize GASB and GFOA key considerations with the current structure at City of Santa Fe.

#### Lease Aggregation and Portfolio Development

City of Santa Fe should work closely with the Clerk’s Office, departments, and the Assessor’s Office to develop a lease portfolio as well as establish who maintains the information on each lease. City management must first determine how far back accounting and other recordkeeping documents should be examined to maximize the completeness of the portfolio population while

also being mindful of time and resources available. Consideration should be placed on any potentially substantial real estate leases that may have been executed long ago but still represent a significant revenue/expense to the City. In these instances, it may be practical to define different timeframes for each type of lease population. This time frames should be well documented and communicated to all participants working on the project. The portfolio should comprise all leases (both lessee and lessor) and provide a standardized method for differentiation. The City's lease population should be assessed at a) a lower-volume/higher-dollar value arrangement for real estate and property and b) a higher-volume/lower-dollar value arrangements for equipment. The City should then allocate time and resources based on the differing needs and risks of these populations. Also, the City needs to consider maintaining the following for each lease at a minimum:

- The tracking numbers used by various departments (i.e. Clerk's Office and Finance). Each lease should contain all these unique identifiers to more easily communicate with the various departments.
- Department Lease is assigned.
- Contact details of department employee assigned to oversee.
- Lease Terms
  - Lease commencement date; and
  - Lease end date (including end-of-lease options that are reasonably assured/certain).
- Payment Terms
  - Lease incentives;
  - Contractual minimum lease payments;
  - Residual value guarantee, including the amount of guarantee;
  - Bargain purchase options likely to be exercised, including the amount of the option; and
  - Any payments made prior to the start of the lease term.
- Lease Classifications
  - Economic lives of related assets;
  - Fair values of underlying assets; and
  - Interest rate (or incremental borrowing rate).

If existing lease agreements do not contain necessary information and/or are ambiguous, the City should work to revise or amend these contracts and explore whether a standard lease contract template could be used, where practicable. The City's Legal department should work in tandem with the employees tasked with lease aggregation to help facilitate any lease amendments or revisions that are necessary such that each agreement contains enough detail to comply with GASB 87.

#### Identify GASB 87 Leases

Once a complete portfolio of leases has been developed with key details, all leases should be assessed to determine what components must be disclosed under the GASB 87 rules. Per the GFOA, the following steps should be taken during the review of each lease contract:

- If the contract has both lease and non-lease components (i.e. maintenance agreements), separate the lease components from the non-lease components, and treat as separate contracts.

- If the contract has multiple underlying assets with different lease terms:
  - Treat each underlying asset as a separate component (lessor and lessee) and allocate the contract price to each component based on professional judgment and reasonableness.
    - Use the price for each component in the contract, or
    - Stand-alone prices for similar assets.
    - If unable to determine an allocation, treat as a single-lease unit.
- Determine the interest rate charged by the lessor in the agreement, if known (it may be implicit in the lease). Otherwise, an estimate of the interest rate the lessee would be charged to finance the lease is acceptable.

### Lease Tracking Software

The City of Santa Fe will upgrade the MUNIS Financial system which will enable lease tracking. The City should ensure this software will meet the needs for GASB 87 compliance, prior to entering leases into the system. After all relevant GASB 87 leases have been identified, the City of Santa Fe must then perform calculations to determine what must be reported on the financial statements under the new standard. Under GASB 87, the City will be responsible for expanded financial reporting disclosures, both as lessee and lessor. The City should work to input all GASB 87 leases into the MUNIS Financials system and ensure appropriate review controls are in place over the calculations to ensure their accuracy.

### Monitoring

The City needs to define how leases, from the lessee and lessor perspective, will be monitored. Once a portfolio of leases is developed, each lease should be assigned to a designated employee and/or department who will be responsible for ensuring compliance with lease terms.

### Policy and Procedures

Once a lease repository has been developed and a lease tracking software implemented, management should develop policies and procedures around the newly developed processes. Policies are critical documents used to reinforce and clarify the standards expected of employees and will help the City manage staff more effectively as it defines what is acceptable, and creates consistency throughout all departments. Documented procedures are just as important to provide guidance on how activities should be performed and provides safeguards for maintaining institutional knowledge, in the event of employee departures. These new policies and procedures should document both the tracking and reporting components of a lease from both the lessee and lessor side. Items to consider adding are:

- Policies surrounding adequate documentation of lease terms, options, payment provisions;
- Controls to ensure Accounting is aware of new leases and changes to existing leases to ensure proper financial reporting; and
- Capitalization policies on intangible assets.

The City of Santa Fe should consider implementing standardized forms to assist in tracking this information. Policies and procedures should be developed and implemented prior to the effective implementation date of GASB 87.

### Other Considerations

As discussed previously, the GASB 87 standard will significantly change the way governments report leases. As the City of Santa Fe works to implement the changes, other items of consideration include:

- Perform a review of state and local laws and agreements to determine impact with compliance on debit limitations and bond covenants; and
- Utilize the City's auditors (either external or internal) to work with staff who will be part of the lease process to provide training on implementation and monitoring on leases.

**Management Response:** Management agrees with this observation.

As GASB 87 establishes a single model for lease accounting based on the principle that leases are financings of the right to use an asset, the City will begin training and preparing in FY21 to be in compliance with GASB 87, effective for fiscal year 2022.

City staff has already started the process to create an inventory of existing leases and contracts. This is a time consuming process, as lease contracts are spread across the organization in different departments, divisions, and locations. As part of developing a complete portfolio, staff is gathering and maintaining information specific to GASB 87 compliance, (ex: lease term, extensions, termination options, and payment provisions) for leases, including buildings, land, and equipment as well as subscription-based information technology arrangements.

Staff is reviewing all agreements as agreements may meet the definition of a lease under GASB 87 even if the word "lease" is not in the agreement. As the City creates the inventory of existing leases and contracts, staff is also determining which agreements meet the GASB 87 definition of a lease and which can be excluded as not all leases will meet the definition of a lease under GASB 87. Although only leases that exceed the capitalization threshold of \$500,000 in total lease payments (or \$500,000 in remaining lease payments if the lease has already begun) must be recorded under GASB 87 accounting rules. However, the City is requiring that all leases be tracked and departments will be able to use MUNIS Financials to track all leases, regardless of dollar value.

Currently, policies and procedures along with a business process are being developed that will take into consideration internal controls and compliance with GASB 87 standards so that lessees will recognize a lease liability and an intangible right-to-use asset, and lessors will recognize a lease receivable and a deferred inflow of resources.

Within its MUNIS Financial System upgrade, beginning in FY21 the City has taken steps to ensure the system will be in compliance with GASB 87.

The system will have the following functionality: a central repository of leases, the ability to track City-owned and leased land and leases of other assets such as equipment and vehicles, and software subscriptions; billing for payments, track receivable leases (City is lessor) for land and other assets, and for facilities leased to a non-City entity; record lease accounting transactions, including lease payments, produce reports for reconciliation and financial statement disclosures. By using a single system for multiple business purposes, the City will reduce data entry and increase data accuracy.

As part of future trainings, a list of the data fields that will be required in MUNIS for each type of lease will be provided to Department staff. MUNIS system fields and reports are currently scheduled to be completed in the Spring of 2021 so that staff can start using the new system to maintain additional lease information in preparation for the FY22 effective date of GASB 87.

If existing lease agreements do not contain necessary information and/or are ambiguous, the City should work to revise or amend these contracts and explore whether a standard lease contract template could be used, where practicable.

## **2) LESSOR PAYMENTS**

The City of Santa Fe currently is the lessee and lessor for various types of leases with differing payment requirements (i.e. annual, semi-annual, monthly, etc.). The City of Santa Fe uses an antiquated in-person payment method for lessor payments and there is no mechanism in place to ensure all lessors have been paying the correct amounts on a timely basis. City management communicated to REDW that given the antiquated payment method many lessor payments could have been uncollected for decades. In addition, there is minimal information requested when payments are made therefore, there is no process in place to ensure lease payments are appropriately applied to the correct receivable and revenue accounts. Lastly, there is no database to track lease payments and evaluate delinquencies thus the City is unable to accurately quantify current receivables and pursue collections if necessary. Due to the lack of controls, REDW was unable to quantify a range of potential uncollected revenues. The City of Santa Fe provided an analysis for one department (Economic Development) that attempted to quantify lessor revenues over the period of July 2015 through June 2019. This analysis resulted in total revenues of approximately \$803,000. REDW did not audit this schedule, nor is aware of its completeness, but it may provide some insight into the total magnitude of dollars related to lessor activity. This information was provided only for illustrative purposes as other departments may have fewer, or no, lessor type agreements.

**Potential Risk:** *High* – Failure for the City to adequately account for and monitor lease payments could result in lost revenue. In addition, failure for the City to adequately track lease payments and ensure lease revenues are posted to appropriate accounts could result in skewed financial data which ultimately could affect the decision making process when it comes to lease operations.

### **Recommendations**

We recognize the City has already taken proactive steps towards addressing some of the issues discussed above such as hiring an individual to build a module in the MUNIS system that will allow the City to send invoices to lessees in accordance with lease provisions and also allow payments to be made electronically. In addition, steps are being taken to build a complete lease database in MUNIS Financials to ensure all leases can be tracked and lease receivables are being assessed on each lease to determine where issues may be. As progress continues in this area, we recommend the following items (in order of suggested implementation) be considered:

#### Cash Window Payments

Since not all payments will be electronic, it is critical for controls to be implemented at the City Hall payment window to ensure lease payments received are able to be recorded timely and accurately. The City should consider developing a form with all necessary information such as lessee number, lessee name, property address etc. for the lessee to fill out when making a

payment to assist the City in identifying which payments belong to which leases when they are submitted. In addition, as the City moves towards a paperless environment, it would be beneficial to add all relevant information to the individual invoice so when a customer brings in payment, the Cashier can reference the invoice for assistance in applying the payment to the correct account.

Cashiers who will be processing lease payments should be required to attend trainings regarding how lease payments should be accounted for to ensure the process is consistent. In addition, policies and procedures should be developed over the process for Cashiers to reference when processing payments.

#### Lease Receivables Tracking

Once a database of leases has been developed, the City should implement procedures to review outstanding receivables on a monthly basis to determine if collection efforts need to begin. The City Legal department should be involved in the process and made aware when a lessee becomes delinquent so they can process the collections in accordance with relevant laws and regulations.

**Management Response:** Management agrees with this observation.

In order to maximize revenue collection especially during the budget shortfalls resulting from COVID19, the City has already taken steps to address the issues identified by REDW such as creating an inventory and reviewing terms and collections monthly, ensuring lease revenues are posted to appropriate accounts, starting to upgrade the MUNIS Financial System that will allow the City to send invoices to lessees in accordance with lease provisions and also allow payments to be made electronically.

Within its MUNIS Financial System upgrade, the City of Santa Fe will implement an electronic payment system consisting of the modules General Billing and Vendor Self-Service. This will allow the City's lessees to submit electronic payments that are monitored and tracked in the Project Accounting and Accounts Receivable modules. Regarding the terms and compensation of each individual City lease, policies and procedures, along with a business process are currently being developed that will take into consideration internal controls and compliance with GASB 87 Standards.

City staff has already started the process to create an inventory of existing leases and contracts to ensure all leases can be tracked and lease receivables are being assessed. This is a time consuming process, as lease contracts are spread across the organization in different departments, divisions, and locations. Staff is gathering and maintaining information specific to GASB 87 compliance, (ex: lease term, extensions, termination options, and payment provisions) for leases, including buildings, land, and equipment as well as subscription-based information technology arrangements.

The City has developed a form with all necessary information such as lessee number, lessee name, property address etc. for the lessee to fill out when making a payment to assist the City in identifying which payments belong to which leases when they are submitted. This will create controls at the City's Cashier's Office to ensure lease payments received are able to be recorded timely and accurately. Cashiers processing lease payments have been trained on how lease payments should be accounted for to ensure the process is consistent and the Treasury Officer is developing policies and procedures for Cashiers to reference when processing payments.

Finally, in FY21 the Treasury Officer will implement procedures to review outstanding receivables on a monthly basis to determine if collection efforts need to begin and work with the City Attorney's Office when a lessee becomes delinquent so they can process the collections.

\* \* \* \* \*

This report is intended solely for the information and use of City of Santa Fe's management, Audit Committee and City Council members. If additional procedures had been performed, other matters might have come to our attention that would have been reported to you.

We received excellent cooperation and assistance from City of Santa Fe personnel during the course of our testing. We very much appreciate the courtesy and cooperation extended to our personnel. We would be pleased to meet with you to discuss our findings and answer any questions.

REDW LLC

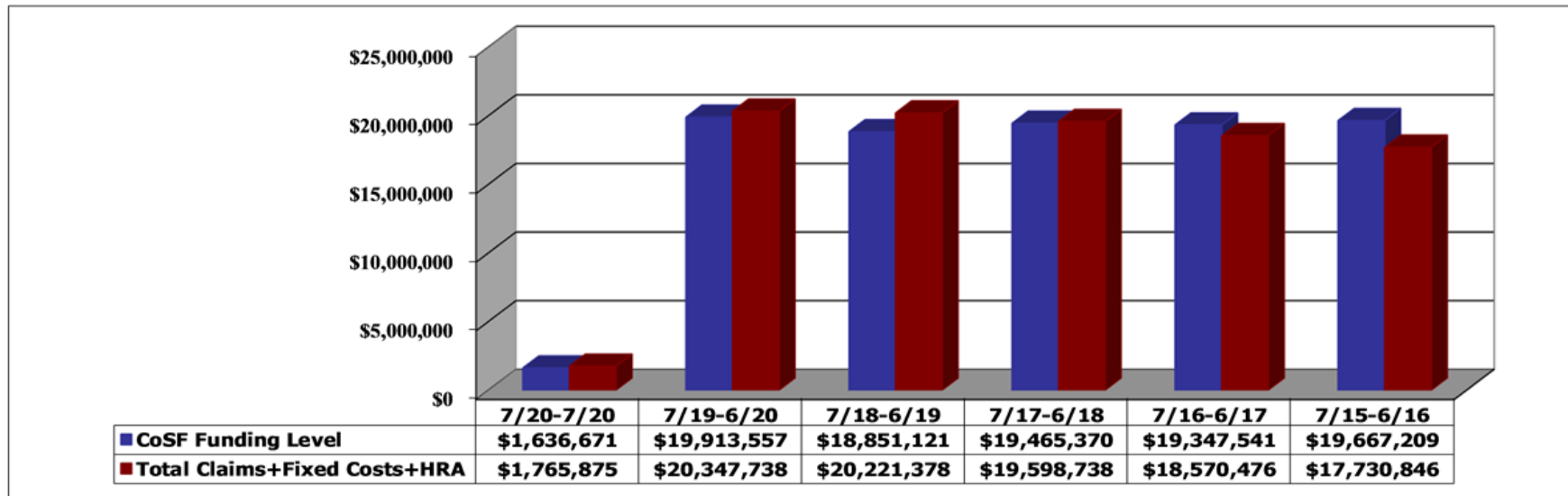
Albuquerque, New Mexico  
August 26, 2020



# City of Santa Fe Finance Committee Medical/Dental Utilization Review

Meeting Date: August 31, 2020

# Medical Utilization Update



CARRIER PLAN YEAR	Cigna COMBINED					
	7/20-7/20	7/19-6/20	7/18-6/19	7/17-6/18	7/16-6/17	7/15-6/16
1 Average Contracts	1,174	1,184	1,203	1,230	1,220	1,233
2 % Variance to Prior Year	-0.8%	-1.6%	-2.2%	0.8%	-1.0%	-1.6%
3 Average Members	2,740	2,769	2,849	2,986	2,979	3,041
4 % Variance to Prior Year	-1.0%	-2.8%	-4.6%	0.2%	-2.0%	-3.8%
5 Average Contract Size	2.33	2.34	2.37	2.43	2.44	2.47
<b>UTILIZATION</b>						
7 CoSF Funding Level	\$1,636,671	\$19,913,557	\$18,851,121	\$19,465,370	\$19,347,541	\$19,667,209
8 CoSF Funding Level PMPM	\$597.33	\$599.34	\$551.41	\$543.25	\$541.30	\$538.99
9 % Variance to Prior Year	-0.3%	8.7%	1.5%	0.4%	0.4%	6.4%
10 Medical and RX Claims	\$1,602,231	\$19,621,182	\$18,833,676	\$18,010,627	\$17,458,924	\$16,378,717
11 Actual Stop Loss Recovery	\$0	-\$1,146,226	-\$402,188	-\$163,563	-\$387,027	\$0
12 Claims (net of SL recoveries)	\$1,602,231	\$18,474,956	\$18,431,488	\$17,847,064	\$17,071,897	\$16,378,717
13 Fixed Costs	\$163,644	\$1,870,656	\$1,787,218	\$1,750,151	\$1,497,862	\$1,351,155
14 TOTAL CLAIMS + FIXED COSTS	\$1,765,875	\$20,345,613	\$20,218,706	\$19,597,215	\$18,569,759	\$17,729,872
15 HRA Spend	\$0	\$2,126	\$2,672	\$1,523	\$717	\$974
16 Total Claims+Fixed Costs+HRA	\$1,765,875	\$20,347,738	\$20,221,378	\$19,598,738	\$18,570,476	\$17,730,846
17 Surplus / Deficit	(\$129,204)	(\$434,181)	(\$1,370,257)	(\$133,368)	\$777,066	\$1,936,363
18 TOTAL PMPM	\$644.48	\$612.40	\$591.49	\$546.98	\$519.56	\$485.92
19 % Variance to Prior Year PMPM	5.2%	3.5%	8.1%	5.3%	6.9%	5.8%
20 COMPARE TO FUNDING	107.9%	102.2%	107.3%	100.7%	96.0%	90.1%

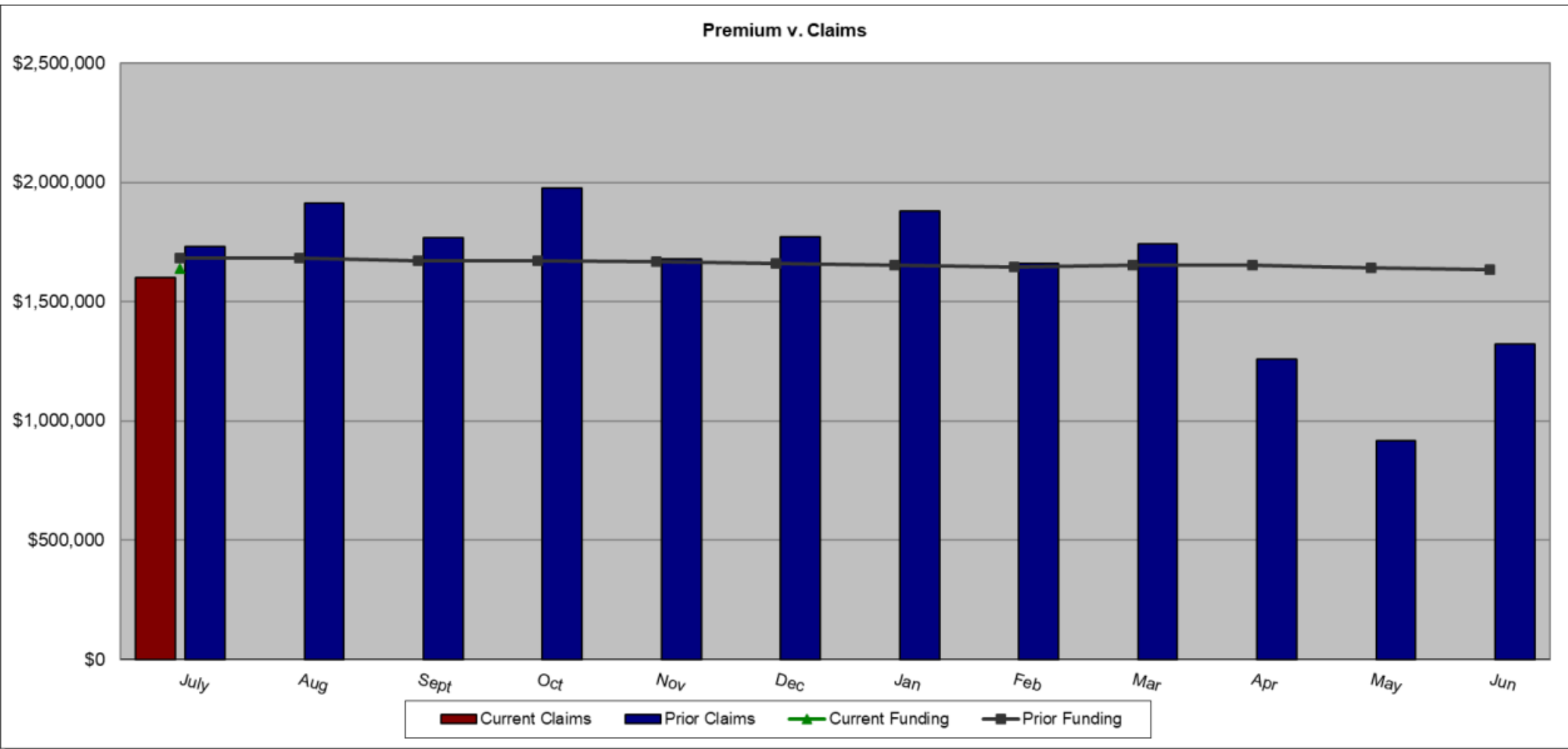
# Medical Claims by Month

A		B	C	D		E	F	G	H	I	J
Current Period 2020-2021	Subscribers	Members	Funding		Total Medical Claims	Claims			Loss Ratio		
			Plan Funding	Funding PMPM		Managed Pharmacy	Total Claims*	Paid Claims PMPM			
1 July	1,174	2,740	\$1,636,671	\$597.33	\$1,412,424	\$189,806	\$1,602,231	\$584.76	97.9%		
2 August											
3 September											
4 October											
5 November											
6 December											
7 January 2020											
8 February											
9 March											
10 April											
11 May											
12 June											
13 <b>Year-to-Date Totals</b>	<b>1,174</b>	<b>2,740</b>	<b>\$1,636,671</b>	<b>\$597.33</b>	<b>\$1,412,424</b>	<b>\$189,806</b>	<b>\$1,602,231</b>	<b>\$584.76</b>	<b>97.9%</b>		
14 <b>% Change to 19-20</b>				<b>-0.3%</b>				<b>-1.0%</b>	<b>-0.6%</b>		

A		B	C	D		E	F	G	H	I	J
Prior Period 2019-2020	Subscribers	Members	Funding		Total Medical Claims	Claims			Loss Ratio		
			Plan Funding	Funding PMPM		Managed Pharmacy	Total Claims*	Paid Claims PMPM			
1 July	1,196	2,790	\$1,681,324	\$602.63	\$1,504,099	\$227,555	\$1,731,654	\$620.66	103.0%		
2 August	1,195	2,794	\$1,682,150	\$602.06	\$1,691,717	\$222,673	\$1,914,390	\$685.18	113.8%		
3 September	1,185	2,794	\$1,672,379	\$598.56	\$1,590,324	\$179,303	\$1,769,627	\$633.37	105.8%		
4 October	1,189	2,785	\$1,669,432	\$599.44	\$1,792,928	\$182,655	\$1,975,583	\$709.37	118.3%		
5 November	1,188	2,786	\$1,668,376	\$598.84	\$1,480,664	\$197,130	\$1,677,795	\$602.22	100.6%		
6 December	1,180	2,765	\$1,658,418	\$599.79	\$1,573,502	\$196,788	\$1,770,290	\$640.25	106.7%		
7 January 2020	1,177	2,757	\$1,653,745	\$599.83	\$1,683,519	\$196,184	\$1,879,703	\$681.79	113.7%		
8 February	1,173	2,752	\$1,646,093	\$598.14	\$1,441,633	\$217,311	\$1,658,944	\$602.81	100.8%		
9 March	1,182	2,761	\$1,651,435	\$598.13	\$1,441,787	\$301,115	\$1,742,902	\$631.26	105.5%		
10 April	1,187	2,765	\$1,654,431	\$598.35	\$1,019,508	\$239,311	\$1,258,819	\$455.27	76.1%		
11 May	1,177	2,741	\$1,640,110	\$598.36	\$701,260	\$217,187	\$918,447	\$335.08	56.0%		
12 June	1,176	2,736	\$1,635,662	\$597.83	\$1,135,819	\$187,209	\$1,323,028	\$483.56	80.9%		
13 <b>Year-to-Date Totals</b>	<b>14,205</b>	<b>33,226</b>	<b>\$19,913,557</b>	<b>\$599.34</b>	<b>\$17,056,760</b>	<b>\$2,564,422</b>	<b>\$19,621,182</b>	<b>\$590.54</b>	<b>98.5%</b>		
14 <b>% Change to 18-19</b>	<b>-1.6%</b>	<b>-2.8%</b>	<b>5.6%</b>	<b>8.7%</b>	<b>4.5%</b>	<b>2.2%</b>	<b>4.2%</b>	<b>7.2%</b>	<b>-1.4%</b>		

# Medical Claims by Month – All Plans Combined



# Large Claims – July 2019 – June 2020

## July 2020 - July 2020

Claimant	Relationship	Diagnosis	Payments	Anticipated Stop Loss Recovery
1	Spouse	Leukemia	\$188,281	-
<b>Total:</b>			<b>\$188,281</b>	<b>\$0</b>

**Total Medical+Rx Claims: \$1,602,231**

**Large Claims % of Total: 11.8%**

**Individual Stop Loss (Includes Rx): \$250,000**

## July 2019 - June 2020

Claimant	Relationship	Diagnosis	Payments	Anticipated Stop Loss Recovery
1	Subscriber	Myelofibrosis	\$838,458	\$588,458
2	Subscriber	Breast Cancer	\$517,026	\$267,026
3	Spouse	Leukemia	\$406,454	\$156,454
4	Subscriber	Stomach Cancer	\$355,031	\$105,031
5	Child	ESRD	\$279,255	\$29,255
6	Subscriber	Lupus	\$245,121	-
7	Child	Nephritic Syndrome	\$218,971	-
8	Child	Fracture	\$213,650	-
9	Subscriber	Throat Cancer	\$170,316	-
10	Spouse	Spondylolisthesis	\$169,898	-
11	Subscriber	Sepsis	\$167,176	-
12	Child	Newborn	\$148,912	-
13	Child	Sepsis	\$143,326	-
14	Spouse	Pulmonary Eosinophilia	\$142,331	-
15	Spouse	Sepsis	\$128,851	-
<b>Total:</b>			<b>\$4,144,777</b>	<b>\$1,146,226</b>

**Total Medical+Rx Claims: \$19,621,182**

**Large Claims % of Total: 21.1%**

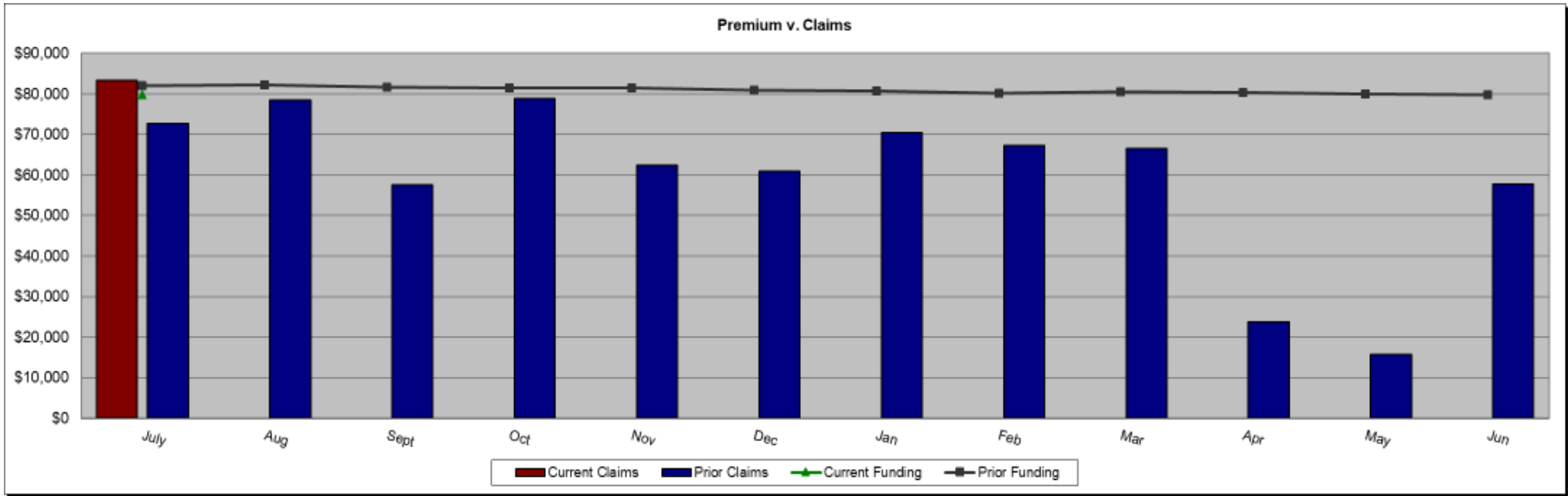
**Individual Stop Loss (Includes Rx): \$250,000**

# Dental Claims by Month

	A	B	C	D	E	F	G
	2020-2021		Claims			Total Claims + Fees	
	Subscribers	City of SF Funding	Paid Claims	Paid Claims PEPM	Administration		
1	Jul-20	1,150	\$79,690	\$83,332	\$72.46	\$4,221	\$87,552
2	Aug-20						
3	Sep-20						
4	Oct-20						
5	Nov-20						
6	Dec-20						
7	Jan-21						
8	Feb-21						
9	Mar-21						
10	Apr-21						
11	May-21						
12	Jun-21						
13	<b>Totals</b>	<b>1,150</b>	<b>\$79,690</b>	<b>\$83,332</b>	<b>\$72.46</b>	<b>\$4,221</b>	<b>\$87,552</b>
14	<b>% Change to 19-20</b>				<b>41.8%</b>		

	2019-2020		Claims			Total Claims + Fees	
	Subscribers	City of SF Funding	Paid Claims	Paid Claims PEPM	Administration		
1	Jul-19	1,176	\$82,079	\$72,765	\$61.88	\$4,316	\$77,081
2	Aug-19	1,177	\$82,243	\$78,434	\$66.64	\$4,320	\$82,754
3	Sep-19	1,165	\$81,598	\$57,522	\$49.38	\$4,276	\$61,798
4	Oct-19	1,167	\$81,464	\$78,844	\$67.56	\$4,283	\$83,127
5	Nov-19	1,167	\$81,492	\$62,413	\$53.48	\$4,283	\$66,696
6	Dec-19	1,159	\$80,966	\$60,992	\$52.62	\$4,254	\$65,246
7	Jan-20	1,157	\$80,673	\$70,418	\$60.86	\$4,246	\$74,664
8	Feb-20	1,150	\$80,175	\$67,249	\$58.48	\$4,221	\$71,470
9	Mar-20	1,159	\$80,481	\$66,481	\$57.36	\$4,254	\$70,735
10	Apr-20	1,160	\$80,387	\$23,737	\$20.46	\$4,257	\$27,994
11	May-20	1,153	\$79,916	\$15,728	\$13.64	\$4,232	\$19,960
12	Jun-20	1,151	\$79,762	\$57,751	\$50.17	\$4,224	\$61,975
13	<b>Totals</b>	<b>13,941</b>	<b>\$971,236</b>	<b>\$712,337</b>	<b>\$51.10</b>	<b>\$51,163</b>	<b>\$763,500</b>
14	<b>% Change to 18-19</b>	<b>-2.0%</b>	<b>8.6%</b>	<b>-19.5%</b>	<b>-17.8%</b>	<b>4.2%</b>	<b>-18.2%</b>

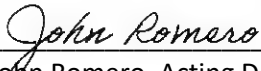
# Dental Claims by Month



# City of Santa Fe New Mexico

## Public Works Dept. - Facilities Division MEMO

**DATE:** May 14, 2020  
**TO:** Public Works, CIP & Land Use Committee/ Governing Body  
**VIA:**

  
\_\_\_\_\_  
John Romero, Acting Department Director, Public Works  
Michael Rodriguez, Division Director, Facilities

**FROM:** Anson Rane, Facilities Division Project Administrator, Public Works

**ISSUE:** Project Progress Update and Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

### PROJECT SUMMARY

The Salvador Perez Recreation Building has been undergoing extensive improvements for the past six months to address mold and ventilation issues as well as extensive deferred maintenance for the facility. The scope of work has included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors are engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were identified that were not within the contracted scope of work. The additional maintenance and repair items, which addressed code and life safety issues, were time sensitive in that they needed to be completed before the facility could be re-opened and would be an impact to the progress of the contracted work if not addressed in a timely manner. The total cost for this additional work is \$35,457.72.

The project is funded by the 2018 GRT bond for \$2,450,000. The total project cost, including a previous Amendment 1 and this Amendment 2 to B&D Industries, as well as a change order to Pool Pro LLC, will be \$2,480,198. Additional funds from savings from the City Hall Roof Replacement GRT project, in the amount of \$30,198, will transferred to the Salvador Perez Recreation Building project to address the budget differential.

### SUMMARY OF B&D CONTRACT AMENDMENT NO. 2

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

**MEMO**

Project Progress Update and Approval of Amendment No. 2 for the Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

Page 2

**PROJECT SCHEDULE**

Both the locker room remodel by FacilityBuild and the B&D Industries work on the building and envelope and structure are substantially complete and punchlist corrections are ongoing. The HVAC work by Ameresco is 90% complete with testing and balancing work still to be completed. The pool plaster work is complete and pool water conditioning is ongoing.

Facilities and Parks and Recreation Division staff have commenced with additional pre-occupancy work and tasks including the fabrication and installation of a new reception counter, recharging of the pool filtration system and pool heater startup, the move-in and set up of fitness equipment and the final testing and inspection of the fire alarm and suppression systems. It is anticipated that all work and pre-occupancy set-up will be completed on or about the end of July, 2020.

**BUDGET**

Funding is available from the Salvador Perez Project: GRT1835502 (org 3359980 object 572970) and from the City Hall Roof Replacement Project: GRT18355A2 (org 3359980 object 572970) from which \$30,198 will be moved into the Salvador Perez Project: GRT1835502 (org 3359980 object 572970).

**REQUESTED ACTION**

Request approval of Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by \$35,457.72 to \$1,339,838.98 inclusive of NMGR.

**ATTACHMENTS**

City of Santa Fe – Amendment No.2 to Agreement Between Owner and Contractor (Exhibit 1)  
Contractor’s Amendment #2 Price Proposal dated 4/27/20 (Exhibit 1,A)  
Contractor’s Certificate of Liability Insurance (Exhibit 1,B)  
Procurement Checklist – B&D Amendment 2 (Exhibit 2)  
Summary of Contract – B&D Amendment 2 (Exhibit 3)

**LEGISLATIVE SCHEDULE:**

Public Works Committee: 5/26/2020

Finance Committee: 6/1/2020

City Council: 6/10/2020

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE AGREEMENT 19-0648 BETWEEN OWNER AND CONTRACTOR, dated August 2, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, 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, the Contractor has agreed to provide construction services for CIP Project #503A, Salvador Perez Recreation Building - Structural and Building Envelope Rehabilitation;

B. Pursuant to Article 8.5.11 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. CONTRACT SUM:

Article 4 of the Agreement is amended to increase the total contract sum dollar amount by \$35,457.72 to include provision for additional Work per the attached proposal dated April 27, 2020 (Exhibit 1,A), so that Article 4.1 reads as follows:

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, three hundred thirty-nine thousand, eight hundred thirty-eight dollars and ninety-eight cents (\$ 1,339,838.98), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

2. AGREEMENT IN FULL FORCE.

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

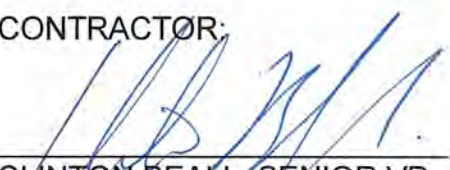
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Agreement 19-6048 Between Owner and Contractor for CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN M. WEBBER, MAYOR

DATE: \_\_\_\_\_

CONTRACTOR:

  
\_\_\_\_\_  
CLINTON BEALL, SENIOR VP  
B&D INDUSTRIES, INC.

DATE: 7/29/2010

NM LICENSE #1426  
CRS# 01-716872-004  
City of Santa Fe Business  
Registration# 17-00110523  
NM Resident Pref # L1754397648

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Jun 24, 2020 15:17 MDT)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR  
Business Unit/Line Item

  
AL

32151.572970.0119900: \$51,396.88, EXP Salvador Perez Building, WIP Construction (2-018 GRT Bond)






# 2020 04 29 Exhibit 1\_Amend 2\_B+D Sal Perez

Final Audit Report

2020-06-24

Created:	2020-06-24
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm3KA3N5TunD8pBwjt-Dylo5Hdcl9ksvm

## "2020 04 29 Exhibit 1\_Amend 2\_B+D Sal Perez" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-06-24 - 9:10:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-06-24 - 9:10:32 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-06-24 - 9:17:15 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-06-24 - 9:17:57 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)  
2020-06-24 - 9:17:57 PM GMT

**NEW MEXICO**

9720 Bell Ave SE  
Albuquerque, NM 87123  
**Phone:** (505) 299-4464  
(866) 315-8349  
**Fax:** (505) 298-2114

**BRANCH OFFICES**

**NEW MEXICO**

101 DP Rd  
Los Alamos, NM 87544  
**Phone:** (505) 661-8336  
**Fax:** (505) 661-8337

**TEXAS**

2118 E. 8th St  
Odessa, TX 79762  
**Phone:** (432) 653-5178  
**Fax:** (432) 653-5179

3928 Business Park Dr.  
Amarillo, TX 79110  
**Phone:** (806) 367-8041  
**Fax:** (505) 298-2114

**ARIZONA**

3454 N. San Marcos Pl,  
Bldg B, Suite 3A  
Chandler, AZ 85225  
**Phone:** (480) 632-4002  
**Fax:** (505) 298-2114

**NEW YORK**

15 Wood Rd. Space 100  
Round Lake, NY 12151  
**Phone:** (518) 400-7412  
**Fax:** (518) 400-7415

April 27<sup>th</sup>, 2020

Anson Rane  
Facilities Division, Project Administrator  
City of Santa Fe, Public Works Department  
(505) 955-5935 Office  
(505) 795-2639 Cell  
[aerane@santafenm.gov](mailto:aerane@santafenm.gov)

Re: Salvador Perez Additional Contingency Items

Mr. Rane,

Thank you for the opportunity to provide this quote.

**\*Pricing Breakdown\***

Total: \$ 32,698.76  
Tax @ 8.4375%: \$ 2,758.96  
**Grand Total: \$ 35,457.72**

**Scope:** B&D will provide labor and material to perform the following services:

- Backflow repairs: \$ 1,957.00**
  - To include:  
Emergency service and scheduled repairs of the backflow for the fire protection system.
  
- Replacing fire sprinkler heads in locker rooms: \$ 1,890.20**
  - To include:  
Replacement of the fire sprinkler heads in the men's and women's locker rooms.
  
- Reroute North gas line: \$ 4,952.05**
  - To include:  
Reroute the existing gas line that is buried under the EIFS on the north side.
  
- Duct Cleaning: \$ 5,593.33**
  - To include:  
Clean duct work in natatorium post sandblasting.
  
- Cost Difference for Fire Sprinkler Heads (No 9): \$ 1,511.56**
  - To include:  
The difference of the fire sprinkler heads in the locker rooms.
  
- Fire Sprinkler Parts: \$ 213.29**
  - To include:  
Additional parts need to replace the fire sprinkler heads in the locker rooms.

**NEW MEXICO**

9720 Bell Ave SE  
Albuquerque, NM 87123  
**Phone:** (505) 299-4464  
(866) 315-8349  
**Fax:** (505) 298-2114

**BRANCH OFFICES**

**NEW MEXICO**

101 DP Rd  
Los Alamos, NM 87544  
**Phone:** (505) 661-8336  
**Fax:** (505) 661-8337

**TEXAS**

2118 E. 8th St  
Odessa, TX 79762  
**Phone:** (432) 653-5178  
**Fax:** (432) 653-5179

3928 Business Park Dr.  
Amarillo, TX 79110  
**Phone:** (806) 367-8041  
**Fax:** (505) 298-2114

**ARIZONA**

3454 N. San Marcos Pl,  
Bldg B, Suite 3A  
Chandler, AZ 85225  
**Phone:** (480) 632-4002  
**Fax:** (505) 298-2114

**NEW YORK**

15 Wood Rd. Space 100  
Round Lake, NY 12151  
**Phone:** (518) 400-7412  
**Fax:** (518) 400-7415

**Temporary Heaters:** **\$ 8,067.91**  
▪ To include:  
Temporary heating for the natatorium for epoxy, primer, and paint applications.

**Gas Leak Repairs:** **\$ 5,215.55**  
▪ To include:  
Investigate entire facility gas line for leaks and make necessary repairs.

**Reception Desk Removal:** **\$ 3,297.87**  
▪ To include:  
Demo electrical and reception desk in lobby. Patch drywall.

**Exclusions:**

- Engineering
- Exterior or interior work not included in the above scope / Correcting existing code violations
- Temporary HVAC, Plumbing, Power, Lighting or Facilities, UEC Charges
- Any other major components not identified in the above scope or attached documents

**Assumptions:**

- All existing utilities, services, and structural supports will accommodate the new install
- B&D will have full unrestricted access to work area
- All work will be performed during standard working hours

Please contact me should you have questions or concerns.

Best Regards,

Kris Trujillo  
(505) 379-1760 (cell)  
[krist@banddindustries.com](mailto:krist@banddindustries.com)

*This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109 CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Worker's Compensatio.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

Job Name: Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

CERTIFICATE HOLDER: City of Santa Fe, Salvador Perez, 601 Alta Vista St., 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: [Signature]



**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**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: B & D INDUSTRIES, INC.

Policy No: 6016149399

Endorsement No: 6

Effective Date: 11/11/2018

00020009660161493992381





**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

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.



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

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% 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: Refer to 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.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement No: 20; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 16149385

Policy Effective Date: 11/11/2018

Policy Page: 71 of 76



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under 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.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 16149385

Policy Effective Date: 11/11/2018

Policy Page: 50 of 76



WAIVER OF SUBROGATION

B & D INDUSTRIES, INC  
Insured # 5672

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization	Effective	Expiration
	Blanket Waiver of Subrogation	1/1/2019	1/1/2020

Date: 12/7/2018

Countersigned by

Agency Number: 35 – 39  
Agency Name: HUB International (Lujan)

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245  
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330  
ALBUQUERQUE, NM 87109

[www.builderstrust.com](http://www.builderstrust.com)



**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to Section II, Paragraph A.1., **Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an Insured under any other liability "policy" providing auto coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an Insured under any other liability "policy" providing auto coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an Insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an Insured under SECTION II - WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An employee of yours is an Insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 6016149371
Endorsement Effective Date:	Policy Effective Date: 11/11/2018	Policy Page: 149 of 601
Endorsement No: 24; Page: 1 of 4		
Underwriting Company: The Continental Insurance Company, 161 N Franklin St, Chicago, IL 60606		

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**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C, is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$80 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to Section III, Paragraph A.:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.

a. Such physical damage coverage for hired autos will:

- (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
- (2) Such coverage as is provided by this provision will be subject to a limit of \$760 per accident.

**E. Airbag Coverage**

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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Underwriting Company: The Continental Insurance Company, 161 N Franklin St, Chicago, IL 60606		

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**F. Electronic Equipment**

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the auto's actual cash value (ACV).

**III. Drive Other Car Coverage - Executive Officers**

The following is added to Sections II and III:

1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

- a. An auto owned by that "executive officer" or a member of that person's household; or
- b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA63359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 6016149371
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Underwriting Company: The Continental Insurance Company, 161 N Franklin St, Chicago, IL 60606		

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(4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

(8) 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 or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

**C. Concealment, Misrepresentation or Fraud**

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

**E. Policy Period, Coverage Territory**

Section IV, Paragraph B. 7.(b).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

Section V, paragraph C. is deleted and replaced by the following:

**Bodily Injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Underwriting Company: The Continental Insurance Company, 161 N Franklin St, Chicago, IL 60606		

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It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
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4.	Broad Knowledge of Occurrence/ Notice of Occurrence
5.	Broad Named Insured
6.	Broadened Liability Coverage For Damage To Your Product And Your Work
7.	Contractual Liability - Railroads
8.	Electronic Data Liability
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury - Exception for Reasonable Force
11.	General Aggregate Limits of Insurance - Per Project
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20.	Personal And Advertising Injury - Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage - Elevators
23.	Supplementary Payments
24.	Unintentional Failure To Disclose Hazards
25.	Waiver of Subrogation - Blanket
26.	Wrap-Up Extension: OCIP GCIP, or Consolidated (Wrap-Up) Insurance Programs

CNA74705XX (1-15)	Policy No: 6016149399
Page 1 of 17	Endorsement No: 3
VALLEY FORGE INSURANCE COMPANY	Effective Date: 11/11/2018
Insured Name: B & D INDUSTRIES, INC.	

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**1. ADDITIONAL INSURED**

**a. WHO IS AN INSURED** is amended to include as an Insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
  - (a) the bodily injury or property damage; or
  - (b) the offense that caused the personal and advertising injury,
 for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for bodily injury, property damage or personal and advertising injury arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions - Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, collar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury caused by:

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY - EXPANDED DEFINITION**

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily Injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under CONDITIONS, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The Named Insured must give the insurer or the insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or

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b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

Property damage to your work arising out of it, or any part of it and included in the products-completed operations hazard.

This exclusion does not apply:

- (1) if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for the sum of damages arising out of any one occurrence because of property damage to your product and your work that is caused by fire, smoke, collapse or explosion and is included within the products-completed operations hazard. This limit does not apply to property damage to your work if the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor.

C. This Broadened Liability Coverage For Damage To Your Product And Your Work Provision does not apply if an endorsement of the same name is attached to this policy.

**7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of Insured contract is replaced by the following:

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 a Named Insured or temporarily occupied by a Named Insured 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 the Named Insured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which the Named Insured assumes 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 surveyor 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;
- (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.

**8. ELECTRONIC DATA LIABILITY**

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored on or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disk, CD-ROMS, tapes, drives, cassettes, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

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

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the Named Insured owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- 1. All damage under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 2. All medical expense under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations or construction projects involved;
- 2. Damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single construction project, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
- 3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations of a single construction project.

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expenses shall apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the occurrence can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- E. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the Named Insured, or chartered by or for the Named Insured, will be treated in the same manner as though the action were in personam against the Named Insured.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to bodily injury that arises out of a health care incident:

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to bodily injury provided that the professional health care services are incidental to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory;
- (2) the bodily injury first occurs during the policy period. All bodily injury arising from an occurrence will be deemed to have occurred at the time of the first act, error, or omission that is part of the occurrence; and

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to:

I. add the following to the Employers Liability exclusion:

This exclusion applies only if the bodily injury arising from a health care incident is covered by other liability insurance available to the Insured (or which would have been available but for exhaustion of its limits).

II. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

III. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to claims based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any health care incident for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

I. add the following definitions:

**Health care incident** means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

II. delete the definition of occurrence and replace it with the following:

**Occurrence** means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

III. amend the definition of Insured to:

a. add the following:

the Named Insured's employees are insureds with respect to:

- (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

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(2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

the Named Insured's volunteer workers are insureds with respect to:

(1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;
- b. the bodily injury or property damage first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Contractors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j, Damage to Property in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

**Property damage to:**

(1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

(3) Property loaned to the Named Insured;

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

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

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

Paragraphs (1), (2) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

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.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
- ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is mobile equipment leased by an Insured;
- c. property that is an auto, aircraft or watercraft;
- d. property in transit; or
- e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

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<b>CNA</b>	<b>CNA PARAMOUNT</b>
<b>Contractors' General Liability Extension Endorsement</b>	

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 8., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- \$500,000; or
- The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner, or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- the amount shown in the Declarations for Medical Expense Limit.

CNA74705XX (1-15) Policy No: 6016149399  
Page 13 of 17 Endorsement No: 3  
VALLEY FORGE INSURANCE COMPANY Effective Date: 11/11/2018  
Insured Name: B & D INDUSTRIES, INC.  
Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

<b>CNA</b>	<b>CNA PARAMOUNT</b>
<b>Contractors' General Liability Extension Endorsement</b>	

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 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;
- the aircraft is rented with a trained, paid crew to the Named Insured; and
- the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

- less than 75 feet long; and
- not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY – DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following text: Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

- delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following: This insurance does not apply to: Knowing Violation of Rights of Another  
Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:  
(a) the Named Insured; or  
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.
- add the following exclusions:

CNA74705XX (1-15) Policy No: 6016149399  
Page 14 of 17 Endorsement No: 3  
VALLEY FORGE INSURANCE COMPANY Effective Date: 11/11/2018  
Insured Name: B & D INDUSTRIES, INC.  
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<b>CNA</b>	<b>CNA PARAMOUNT</b>
<b>Contractors' General Liability Extension Endorsement</b>	

This Insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

**Premises Related Discrimination**

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY – DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or

attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY – DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- Paragraph 2.d. is replaced by the following:
  - The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
  - The first unnumbered paragraph beneath Paragraph 2.f.(3)(b) is deleted and replaced by the following: So long as the above conditions are met, attorney fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B – Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

CNA74705XX (1-15) Policy No: 6016149399  
Page 15 of 17 Endorsement No: 3  
VALLEY FORGE INSURANCE COMPANY Effective Date: 11/11/2018  
Insured Name: B & D INDUSTRIES, INC.  
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<b>CNA</b>	<b>CNA PARAMOUNT</b>
<b>Contractors' General Liability Extension Endorsement</b>	

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION – BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- the Named Insured's ongoing operations; or
- your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- is in effect or becomes effective during the term of this Coverage Part; and
- was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following change apply:

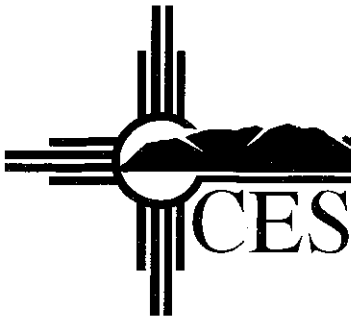
A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

CNA74705XX (1-15) Policy No: 6016149399  
Page 16 of 17 Endorsement No: 3  
VALLEY FORGE INSURANCE COMPANY Effective Date: 11/11/2018  
Insured Name: B & D INDUSTRIES, INC.  
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December 08, 2015

**Contract Award Letter**

Nikki Parson  
B&D INDUSTRIES, INC.  
9720 Bell Ave SE  
Albuquerque, NM 87123

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

16-01B-R124-ALL RSMMeans JOC Regions 1 through 8

Dear Ms. Parson,

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2016-001 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

B&D is a full service contractor offering general contracting, electrical, mechanical, HVAC services and low voltage services in the areas of fire and security, network and cabling, voice, video, intercom and data collection. They are highly qualified to assist CES Members and Participating Entities in obtaining and completing Job Order Contracting projects in a timely and cost effective manner. They are also able to provide energy-efficient, cost-effective and long-lasting heating, cooling, ventilation, lighting systems, doors/windows, building interior and external envelope systems, and other

On CES' website ([www.ces.org](http://www.ces.org)), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

*•Your New Mexico Purchasing Cooperative Since 1979•*

**ACCEPTANCE OF OFFER  
and CONTRACT AWARD**

**RFP NUMBER** 2016-001

*See attached cover letter for specific awarded contract number(s).*

**OFFER TO BE COMPLETED BY VENDOR**

In compliance with the Request for Proposal, the undersigned warrants that I/we have examined the instruction to Offerors, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in this Request for Proposal and any written exceptions in the offer. Signature also certifies understanding and compliance with the certification requirements of the Categorical Terms and Conditions. The under-signed understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CES as stated in the evaluation section, will be a consideration in making the award.

Company Name B&D Industries, Inc.

Address 9720 Bell Avenue SE City S Albuquerque State NM Zip 87123

Contract Contact Person Nicole Parsons, Secretary

Authorized Signature *Nicole Parsons* Printed Name Nicole Parsons, Secretary

**OFFER EXTENDED TO TEXAS SERVICE AGENCIES**



If you are willing to enter into a contract with TexBuy (ESC16) Texas Educational Service Center Region 16 under the same terms and conditions as in this RFP, place initials in the box.

**ACCEPTANCE OF OFFER AND CONTRACT AWARD TO BE COMPLETED ONLY BY CES**

Contract period: It is CES' intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the date of contract award. By mutual written agreement between CES and contractor, the contract may be extended for up to three (3) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by CES.

Month-to-month extensions: CES reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members/Participating Entities.

*David Chase*  
CES Authorized Signature

Awarded this 24th day of November 2015





**EXTENSION OF CONTRACT**

made by and between  
**B&D INDUSTRIES, INC.**  
and  
**Cooperative Educational Services**

Said Contract(s) being numbered:

16-01B-R124-ALL RSMMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2016. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until November 23, 2017. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

**PRICE ADJUSTMENTS**

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

**COOPERATIVE EDUCATIONAL SERVICES**

Authorized Signature David Chavez Date September 16, 2016

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Nikki Parsons Date 11/1/16

Printed Name Nikki Parsons Title Director of Contracts

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/15/16

*If you do not want to extend this Contract, please sign below and return this agreement.*

**Discontinue: We desire to discontinue the contract effective 11/23/2016**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*“Your New Mexico Procurement Partner Since 1979”*



**EXTENSION OF CONTRACT**

made by and between

**B&D INDUSTRIES, INC.**

and

**Cooperative Educational Services**

Said Contract(s) being numbered:

16-01B- R124-ALL RSMMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2017. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until November 23, 2018. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

**PRICE ADJUSTMENTS**

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

**COOPERATIVE EDUCATIONAL SERVICES**

Authorized Signature *David Chae* Date October 02, 2017

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature *Nikki Parsons* Date 11/14/2017

Printed Name Nikki Parsons Title Corporate Secretary

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11-23-2017

*If you do not want to extend this Contract, please sign below and return this agreement.*

**Discontinue: We desire to discontinue the contract effective 11/23/2017**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*“Your New Mexico Procurement Partner Since 1979”*



**EXTENSION OF CONTRACT**

made by and between

**B&D INDUSTRIES, INC.**

and

**Cooperative Educational Services**

Said Contract(s) being numbered:

16-01B- R124-ALL RSMMeans JOC Regions 1 through 8

The existing Contract initially commenced on November 24, 2015 and will expire on November 23, 2018. The Term of Contract and Extension in 2016-001 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through November 23, 2019. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until November 23, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2016-001 RFP C

**PRICE ADJUSTMENTS**

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. Your request must be submitted prior to the yearly renewal date of the contract or at contract renewal. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

**COOPERATIVE EDUCATIONAL SERVICES**

Authorized Signature *David Chavez* Date November 26, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature *Nikki Parsons* Date 11/29/2018

Printed Name Nikki Parsons Title Director of Contracts

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 11/23/19

*If you do not want to extend this Contract, please sign below and return this agreement.*

**Discontinue: We desire to discontinue the contract effective 11/23/2018**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*“Your New Mexico Procurement Partner Since 1979”*



Your New Mexico Purchasing Cooperative

Since 1979

## Contract Award Letter

December 13, 2019

B&D INDUSTRIES, INC.  
9720 Bell Ave SE  
Albuquerque, NM 87123

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

2020-08B-G2305-ALL JOC Electrical - Gordian  
2020-08B-G1107-ALL JOC Mechanical - Gordian  
2020-08B-G3507-ALL JOC Plumbing - Gordian

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2020-08 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the RFP documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for three (3) years beginning December 13, 2019 and expiring December 12, 2022, pursuant to 13-1-150 NMSA.

***It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.***

Sincerely Yours,

Cooperative Educational Services

David Chavez  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

## CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc.

Procurement Title: Amendment No. 2: CIP #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other  \_\_\_\_\_

Department Requesting/Staff Member: Anson Rane

**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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Anson Rane, Project Administrator, Public Works Dept./Facilities Division

Department Rep Printed Name and Title

  
 Department Rep Signature attesting that all information included

  
 Fran Dunaway (Aug 27 2020 11:42 MDT)

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR OTHER METHOD FILE\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement

- Copies of all Sole Source submittals
- Other: \_\_\_\_\_

**AWARD\***

**YES    N/A**

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: \_\_\_\_\_

**CONTRACT\***

**YES    N/A**

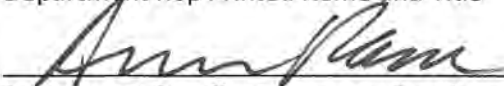
- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: \_\_\_\_\_

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.**

Anson Rane, Project Administrator, Public Works Dept./Facilities Division

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



# 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 B&D Industries, Inc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$1,252,984.38

Termination Date: June 30, 2023

Approved by Council Date: July 31, 2019

or by City Manager Date: \_\_\_\_\_

**Contract is for:** CIP #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation - Construction Services

Amendment # 2 to the Original Contract# 19-0648

Increase/(Decrease) Amount \$ 35,457.72

Extend Termination Date to: N/A

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Added scope of work: New interior finishes (flooring and paint).  
Additional days added to construction period (+30 days)

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

Amount \$ 1,252,984.38 of original Contract# 19-0648 Termination Date: 6/30/2023

Reason: Rehabilitation of Sal Perez Rec Bldg Structural and Building Envelope

Amount \$ 51,396.88 amendment # 1 Termination Date: 6/30/2023

Reason: Replacement and refinishing of building interior finishes (flooring and paint)

Amount \$ 35,457.72 amendment # 2 Termination Date: 6/30/2023

Reason: Additional deferred maintenance and code compliance work

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 1,339,838.98



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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_
RFQ [ ] \_\_\_\_\_ Date: \_\_\_\_\_
Sole Source [ ] \_\_\_\_\_ Date: \_\_\_\_\_
Other Cooperative Educational Services \_\_\_\_\_

6 Procurement History: New Contract, Amendment #1, Amendment #2
[Signature] CPO 6/25/20
Purchasing Officer Review

Comments or Exceptions: \_\_\_\_\_

7 Funding Source: GRT18355O2 / GRT18355A2 BU/Line Item: 3359980.572970: \$35,457.72

[Signature] Alexis Lotero
Alexis Lotero (Aug 27, 2020 11:04 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: Anson Rane

Phone # 955-5935

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:



**AIA**<sup>®</sup>

# Document A101™ – 2017

ITEM # 19-0648

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the    day of    in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504-0909  
(505)955-5937

and the Contractor:

B&D Industries, Inc.  
9720 Bell Avenue SE  
Albuquerque, New Mexico 87123  
(505)299-4464

for the following Project:

CIP Project #503A, Salvador Perez Recreation Building  
Structural and Building Envelope Rehabilitation

(Paragraph deleted)  
The Design Professional:

WHPacific, Inc.  
6501 Americas Pkwy NE, STE 400  
Albuquerque, New Mexico 87110  
(505)830-8752

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

(1212299082)

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings and Specifications: as indicated herein under Article 9, Addenda issued prior to execution of this Agreement, other documents and Exhibits listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

In the event of a conflict between or among the Contract Documents, the following order of priority shall be:

- (1) This Agreement (Exhibit 1)
- (2) AIA Document A201-2007, General Conditions of the Construction Contract (Exhibit 1,B)
- (3) *The City of Santa Fe General Conditions (Exhibit 1,C)*
- (4) *The City of Santa Fe Supplementary Conditions (Exhibit 1,D)*
- (5) Provisions of the Cooperative Education Services contract #16-01B-R124-ALL (Exhibit 1,E)
- (6) Provisions set forth in the Contract Documents issued by the Design Professional
- (7) Provisions set forth in other exhibited documents

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described herein and in the Contract Documents. The Scope of Work includes Natatorium roof structure rehabilitation, building entry signage and beam structure replacement and building envelope rehabilitation and shall be carried out in accordance with the Contract Documents indicated under Article 9, Enumeration of Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Paragraphs deleted)*

- The date set forth in the Official Notice-to-Proceed issued by the Owner.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Paragraph deleted)*

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User Notes:

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[ X ] Not later than one hundred forty five ( 145 ) calendar days from the date of commencement of the Work, subject to adjustments of this Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed after Substantial Completion of the other Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Exterior insulation and finish system color coat if the Notice to Proceed is issued after September 23, 2019, and, substantiated inclimate and/or freezing weather conditions are incurred, prohibiting responsible completion of the stucco work within the one hundred forty five (145) day contract time. See Allowance #4 below.	May 10, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million, two hundred fifty two thousand, nine hundred eighty four dollars and thirty eight cents (\$ 1,252,984.38 ), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum and as part of the Construction Contingency Reserve, applied as set forth in Section 4.3.2, and as described in the Contract Documents are hereby accepted by the Owner:

Item	Price
Alternate #1 - Remove and replace VCT tiled floors	\$21,825.10
Alternate #2 - Paint all interior walls other than in the Natatorium (in Base Bid)	\$21,828.46
Alternate #3 - Install rooftop TPO walk path.	\$13,638.07

(Table deleted)

(Paragraphs deleted)

#### § 4.3

(Paragraphs deleted)

#### Allowances

§ 4.3.1 Allowances, if any, included in the Contract Sum and as part of the Construction Contingency Reserve, applied as set forth in Section 4.3.2, and as described in the Contract Documents are hereby accepted by the Owner:

Item	Allotted reserve dollar amount, subject to final pricing and approval per Section 4.3.2
Allowance #1 - Required roof membrane, roof deck and structural repairs and modifications necessitating additional performance of work by the Contractor beyond the base bid scope of work.	\$9,750.39
Allowance #2 - Required finishes, hardware, fittings and equipment removal and/or installation necessitating additional	\$9,000.00

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performance of work by the Contractor beyond the base bid scope of work.  
 Allowance #3 – Reserve for other construction remodeling related unforeseen conditions, testing and mitigation measures. \$5,000.00  
 Allowance #4 – Delayed EFIS color coat installation remobilization, associated finish work and clean up. \$38,000.00

**§ 4.3.2** The Construction Contingency Reserve of one hundred thousand nineteen, forty two dollars and two cents (\$119,042.02), exclusive of New Mexico Gross Receipts Tax, shall be applied toward the Allowance items enumerated under Section 4.3.1 addressing unanticipated conditions including required testing and mitigation measures, modifications to the scope of work required by regulatory agencies, Owner requested changes and design clarifications or required modifications that necessitate additional mobilization and/or performance of work by the Contractor beyond the base bid scope of work. Project Contingency Reserve funds not applied to these circumstances shall be applied toward the completion of the Alternates listed under Section 4.2.1, in the order listed. Construction Contingency Reserve funds not applied to contingency items or alternates shall be deducted from the Contract Sum on the Final Application for Payment and remain unbilled. All items funded by the Construction Contingency Reserve shall be authorized by written pre-approval from the Owner’s Representative, with the Design Professional’s concurrence, as applicable and shall be clearly documented with line item actual costs (not to exceed the total dollar amount of the allotted Construction Contingency Reserve without approval of a Change Order) on the Schedule of Values accompanying the relevant application for payment.

**§ 4.4** Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable	N/A	N/A

**§ 4.5** Liquidated damages, if any:

*(Paragraph deleted)*

Liquidated damages of two hundred fifty dollars and zero cents (\$250.00) per calendar day will apply for work not completed by the Substantial Completion date(s).

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Design Professional by the Contractor and approved Applications for Payment issued by the Design Professional, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Design Professional not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Design Professional after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Design Professional receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Professional may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The Contractor shall stipulate a sum as a line item on the schedule

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of values for Completion of Work after issuance of the Certificate of Substantial Completion as listed on the Design Professional's official Punch list and for completion and submission of all Project Close Out documentation, including, but not limited to the documents listed below. The Certificate of Final Completion will be issued after acceptance of these documents by the Owner.

- .1 Certificate of Liability Insurance with an expiration date no earlier than one (1) year after the Substantial Completion date.
- .2 Contractor's Affidavit of Release of Liens (AIA Document G706A)
- .3 Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
- .4 Contractor's Warranty
- .5 Manufacturer's Warranties (as applicable)
- .6 Operations and Maintenance Manual covering warranted equipment, materials requiring maintenance and including any reports or procedural documentation generated by third parties or subcontractors as part of, or necessitated by the Work.
- .7 Approved Construction Permit(s) with Construction Document set stamped by Permitting Authorities (as applicable)
- .8 As-Built Construction Document set and documentation of all other Work completed that is not included in the As-Built set
- .9 Final Inspection Report(s) from Permitting Authorities (as applicable)
- .10 Consent of Surety Company to Final Payment.
- .11 Application for Final Payment.
- .12 Lien Bond (as applicable)
- .13 Lien Discharge Fee(s) Refund (as applicable)
- .14 Certificate of Occupancy (as applicable)
- .15 New Mexico Dept. of Workforce Solutions Affidavit of Wages Paid
- .16 New Mexico Dept. of Workforce Solutions Payroll Statement of Compliance

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum, including fully executed change orders, properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Professional has previously withheld an Application for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

*(Paragraphs deleted)*

§ 5.1.7 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

*(Paragraphs deleted)*

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

*(Paragraph deleted)*

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**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final approved Application for Payment has been issued by the Design Professional.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Design Professional's final approved Application for Payment, or as follows:

Within fifteen days of the Contractor's request for final payment being submitted to the City, provided the Owner has received from the Contractor the Consent of Surety, Waivers, Releases of Liens and all other items listed in Section 5.1.5.

*(Paragraphs deleted)*

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

**6.2 Binding Dispute Resolution**

*(Paragraphs deleted)*

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

- In accordance with New Mexico Public Works Mediation Act 13-4C-1 through 13-4C-11, NMSA 1978.*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

*(Paragraphs deleted)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

*(Paragraphs deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

Jason M. Kluck or other authorized Public Works Project Administrator or Director  
 Project Administrator, Facilities Division  
 City of Santa Fe  
 2651 Siringo Road, Building E, Santa Fe, New Mexico 87505  
 (505) 955-5937

**§ 8.3** The Contractor's representative:

Clinton Beall  
 Senior Vice President  
 B&D Industries, Inc.  
 9720 Bell Avenue SE, Albuquerque, NM 87123  
 (505)299-4464

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Other provisions:

*(Paragraph deleted)*

**§ 8.5.1 Indemnification**

§ 8.5.1.1 The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgements, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

**§ 8.5.2 Appropriations**

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

**§ 8.5.3 Third Party Beneficiaries**

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

**§ 8.5.4 Status of Contractor; Responsibility for Payment of Employees and Subcontractors**

§ 8.5.4.1 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.

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

§ 8.5.4.3 The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

**§ 8.5.5 Conflict of interest**

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

*(Paragraphs deleted)*

**§ 8.5.6 Assignment: Subcontracting**

*(Paragraphs deleted)*

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

**§ 8.5.7 Release**

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

**§ 8.5.8 Insurance**

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User Notes:

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**§ 8.5.8.1** The contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

**§ 8.5.9 Records and Audit**

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

**§ 8.5.10 Applicable Law: Choice of Law: Venue**

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

**§ 8.5.11 Amendment**

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

**§ 8.5.12 Non-Discrimination**

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

**§ 8.5.13 Severability**

**§ 8.5.13.1** In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**§ 8.5.14 Notices**

**§ 8.5.14.1** Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States Postal Service mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the address indicated below for each party, or at such other address as may be designated by either party in a written notice to the other party:

**OWNER:** City of Santa Fe  
Public Works Department, Facilities Division  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

**CONTRACTOR:** B&D Industries, Inc.  
9720 Bell Avenue SE, Albuquerque, NM 87123  
(505)299-4464

**§ 8.5.15 New Mexico Tort Claims Act**

**§ 8.5.15.1** 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 any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**§ 8.5.16 Term and Effective Date**

**§ 8.5.16.1** This Agreement shall be effective when signed by the City and the Contractor, which shall terminate on June 30, 2023 unless sooner pursuant to section 8.5.11.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 This, executed, AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor (Exhibit 1)
- .2 Contractor's Price Proposal dated 6/18/19 (Exhibit 1,A)
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction (Exhibit 1,B)
- .4 City of Santa Fe General Conditions (Exhibit 1,C)
- .5 City of Santa Fe Supplementary Conditions (Exhibit 1,D)
- .6 Cooperative Educational Services Contract #16-01B-R124-ALL (Exhibit 1,E)
- .7 Contractor's Certificate of Liability Insurance (Exhibit 1,F)
- .8 Project Schedule (Exhibit 1,G)
- .9 NMDWS Wage documents (Exhibit 1,H)
- .10 Construction Documents referenced below (Exhibit 1,I)

Where there is a conflict or duplication between the General Conditions documents, the AIA General Conditions shall prevail.

**Drawings**

Number	Title	Date
19 sheets: G-001 through S-501	CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation	06/04/2019

**Specifications**

Section	Title	Date	Pages
01 1000 through 12 2113	Design Specifications Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation	06/04/2019	120

*(Paragraphs deleted)*

All Addenda transmitted to the Contractor prior to execution of this Agreement, if any, are included in the Agreement regardless of enumeration herein.

**Addenda**

Number	Date	Pages
001	6/13/19	2

**§ 9.2** Indicated here for reference, the following documents are ancillary to the Agreement and are included in the City approval packet:

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User Notes:

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- .1 Contractor's City of Santa Fe Business License (Exhibit 2)
- .2 Cooperative Educational Services Purchasing Agreement with the City, #18-0191 (Exhibit 3)

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017.



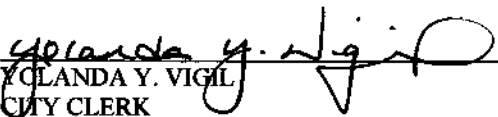
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

  
 ALAN WEBBER, MAYOR

DATE: 8/2/19

ATTEST:

  
 GLENDA Y. VIGIL  
 CITY CLERK  
 CC Mtg. - 7-31-19  
 APPROVED AS TO FORM:

  
 ERIN MCSHERRY,  
 CITY ATTORNEY

6/28/19

CONTRACTOR:  
 B&D INDUSTRIES, INC.

  
 BY: CLINTON BEALL, SENIOR VICE PRESIDENT

7.12.19

NM LICENSE # 1426  
 CRS # 01-716872-004  
 CITY BUSINESS REGISTRATION # 17-00110523  
 NM RESIDENT PREFERENCE #: L1754397648

APPROVED:

  
 MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item  
 32151.572970.0119900: \$1,111,484.38, EXP Salvador Perez Building, WIP Construction (2018 GRT Bond)  
 32125.572970: \$141,500.00, EXP Municipal Facility Repair, WIP Construction

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**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE AGREEMENT 19-0648 BETWEEN OWNER AND CONTRACTOR, dated July 31, 2019 (the "Agreement"), between the City of Santa Fe (the "Owner") and B&D Industries, 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, the Contractor has agreed to provide construction services for CIP Project #503A, Salvador Perez Recreation Building - Structural and Building Envelope Rehabilitation;

B. Pursuant to Article 8.5.11 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Owner and the Contractor agree as follows:

1. SUBSTANTIAL COMPLETION:

Article 3 of the Agreement is amended to increase the Contract Time by thirty (30) calendar days for completion of the additional scope of work and for additional days for unforeseen conditions due to no fault of the Contractor, so that Article 3.3 reads as follows:

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Not later than ~~one hundred seventy-five~~ ( 175 ) calendar days from the date of commencement of the Work, subject to adjustments of this Contract Time as provided in the Contract Documents.

2. CONTRACT SUM:

Article 4 of the Agreement is amended to increase the total contract sum dollar amount by \$51,396.88 to include provision for additional Work per the attached proposal dated December 13, 2019 (Exhibit 1,A), so that Article 4.1 reads as follows:

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~one million, three hundred four thousand, three hundred eighty-one dollars and twenty-six cents~~ (\$ ~~1,304,381.26~~ ), inclusive of New Mexico Gross Receipts Tax, subject to additions and deductions as provided in the Contract Documents.

3. AGREEMENT IN FULL FORCE.

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

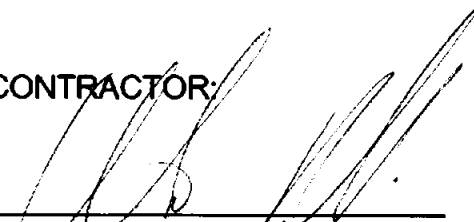
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement 19-6048 Between Owner and Contractor for CIP Project #503A, Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation.

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

DATE: 2/14/20

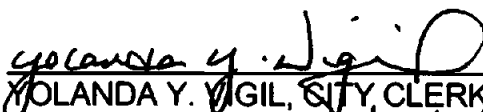
CONTRACTOR:

  
CLINTON BEALL, SENIOR VP  
B&D INDUSTRIES, INC.

DATE: 2/19/2020

NM LICENSE #1426  
CRS# 01-716872-004  
City of Santa Fe Business  
Registration# 17-00110523  
NM Resident Pref # L1754397648

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
City 1/29/20

CITY ATTORNEY'S OFFICE:

*MTM* *1/14/20*  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

*Mary McCoy*  
MARY MCCOY, FINANCE DIRECTOR

**Business Unit/Line Item**

32151.572970.0119900: \$51,396.88, EXP Salvador Perez Building, WIP Construction (2-018 GRT Bond)










# GB PWD B&D A 2 (Sal Perez) REVISED

Final Audit Report

2020-08-27

Created:	2020-08-21
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ5Kwqm1nvVvY7yXyADuHhV4QGmRmy5KU

## "GB PWD B&D A 2 (Sal Perez) REVISED" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-08-21 - 4:36:50 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-08-21 - 4:41:00 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-08-26 - 4:46:30 PM GMT- IP address: 104.47.64.254
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-08-27 - 5:02:35 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-08-27 - 5:04:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-08-27 - 5:04:24 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-08-27 - 5:41:52 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-08-27 - 5:42:02 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), aerane@santafenm.gov, and YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-08-27 - 5:42:02 PM GMT

# City of Santa Fe New Mexico

## Public Works Dept. - Facilities Division

### MEMO

**DATE:** September 29, 2020

**TO:** Finance Committee / Governing Body

**VIA:**



---

Regina Wheeler, Department Director, Public Works  
Michael Rodriguez, Division Director, Facilities

**FROM:** Anson Rane, Facilities Division Project Administrator, Public Works

**ISSUE:** Project Progress Update and Retroactive Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

#### **PROJECT SUMMARY**

Extensive remodeling has been completed on the Salvador Perez Recreation Building over the past year. The scope of work included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors were engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were discovered that were beyond the scope of work of their contract. These additional scope items addressed code and safety issues (see list below) and were therefore necessary to perform. In consideration of the critical nature of the work and with the understanding that the City of Santa Fe purchasing procedures do make accommodations for retroactive approval of contract amendments in certain situations such as this one, the Facilities Division directed B&D to proceed. The total cost for this additional scope of work is \$35,457.72.

The project is funded by the 2018 GRT bond for \$2,450,000. The total project cost, including a previous Amendment 1 and this Amendment 2 to B&D Industries, as well as a change order to Pool Pro LLC, will be \$2,480,198. Additional funds from savings from the City Hall Roof Replacement GRT project, in the amount of \$30,198, will be transferred to the Salvador Perez Recreation Building project to address the budget differential.

#### **SUMMARY OF B&D CONTRACT AMENDMENT NO. 2**

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

**MEMO**

Project Progress Update and Approval of Amendment No. 2 for the Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

Page 2

**PROJECT SCHEDULE**

The work of all four contractors has been completed. Additionally, Facilities and Parks and Recreation Division staff have been completing pre-occupancy work and tasks including the fabrication and installation of a new reception counter, the recharging of the pool filtration system and pool heater startup and the move-in and set up of fitness equipment.

**BUDGET**

Funding is available from the Salvador Perez Project: GRT1835502 (org 3359980 object 572970) and from the City Hall Roof Replacement Project: GRT18355A2 (org 3359980 object 572970) from which \$30,198 will be moved into the Salvador Perez Project: GRT1835502 (org 3359980 object 572970).

**REQUESTED ACTION**

Request retroactive approval of Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by \$35,457.72 to \$1,339,838.98 inclusive of NMGR.

**ATTACHMENTS**

City of Santa Fe – Amendment No.2 to Agreement Between Owner and Contractor (Exhibit 1)

Contractor's Amendment #2 Price Proposal dated 4/27/20 (Exhibit 1,A)

Contractor's Certificate of Liability Insurance (Exhibit 1,B)

Procurement Checklist – B&D Amendment 2 (Exhibit 2)

Summary of Contract – B&D Amendment 2 (Exhibit 3)

Memo to City Manager required for Retroactive Approval (Exhibit 4)

**LEGISLATIVE SCHEDULE:**

Finance Committee: 10/5/2020

City Council: 10/14/2020

# City of Santa Fe New Mexico

## Public Works Dept. - Facilities Division

### MEMO

**DATE:** September 29, 2020

**TO:** Jarel Lapan Hill, City Manager

**VIA:**

Regina Wheeler, Department Director, Public Works *RW*

Michael Rodriguez, Division Director, Facilities

Marcos Martinez, Senior Assistant City Attorney **MDM**

**FROM:** Anson Rane, Facilities Division Project Administrator, Public Works

**ISSUE:** Retroactive Approval of Amendment No. 2 for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation

#### PROJECT SUMMARY

Extensive remodeling has been completed on the Salvador Perez Recreation Building over the past year. The scope of work included the rehabilitation of the insulation and building envelope, structural repairs, HVAC replacement, upgrades to the locker rooms and swimming pool resurfacing. Four general contractors were engaged to complete this broad scope: B&D Industries for building envelope and structural; Ameresco for HVAC, FacilityBuild, Inc. for the locker rooms and PoolPro LLC for pool resurfacing.

During the work performed by B&D Industries, a number of deferred maintenance items were identified that were beyond the scope of work of their contract. This deferred maintenance was not foreseeable at the time the City created the scope of work. The total cost for this additional scope, as identified in Amendment 2 to the B&D contract (City of Santa Fe contract #19-048), is \$35,457.72.

These additional scope items, summarized below, addressed code and safety issues, therefore it was necessary to perform the work in a timely manner. In consideration of the critical nature of the work and with the understanding that the City of Santa Fe purchasing procedures have accommodations for retroactive approval of contract amendments in critical situations like this one, the Facilities Division directed B&D to proceed.

The services performed without the City's prior approval of a contract amendment did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department. Had the City's contractor, B&D, not performed the work, the Salvador Perez Recreation Center would not operable and therefore would not be able to provide recreational services to the public.

#### SUMMARY OF B&D CONTRACT AMENDMENT NO. 2

1. Provide repairs to existing fire protection system backflow and fire sprinkler heads.
2. Repair gas leaks in existing gas piping and re-route section of existing exterior gas line for code compliance (existing gas line was covered by wall finish).
3. Provide temporary heat for the facility during gas shutdown for gas repairs and re-routing.
4. Demolish and remove existing damaged and non-code compliant reception counter.
5. Provide ductwork mitigation/cleaning required due to the shutdown of natatorium HVAC air-handler unit for work by others (Ameresco) and for deferred maintenance.

The Department will route Amendment No.2 to the B&D Contract for Salvador Perez Recreation Building Structural and Building Envelope Rehabilitation to increase compensation by \$35,457.72 to \$1,339,838.98 inclusive of NMGR through committees and Governing Body for retroactive approval. Note that the contract expiration is June 2023 which meets the criteria of the procurement manual for retroactive approval. An excerpt of the section of the City of Santa Fe Procurement Manual governing Retroactive Approval for a Contract Amendment is included below for your convenience.

## ***XX. Retroactive Approval for a Contract or Contract Amendment***

*The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.*

*Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.*

*For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:*

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;*
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;*
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;*
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services*




# City of Santa Fe, New Mexico

## Memorandum



**DATE:** September 1, 2020

**TO:** Public works Committee  
Finance Committee  
City Council

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

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

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### ITEM AND ISSUE:

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

### BACKGROUND AND SUMMARY:

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

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

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

### PROCUREMENT METHOD:

The procurement method is Sole Source

### CONTRACT NUMBER:

The FY20/21 Munis contract number is 3201104

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** Library Admin/1000101

**Munis Object Name/Number:** Software Subscriptions/530710

**ACTION REQUESTED:**

Community Services/Library respectfully requests your review and approval.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3201104

Contractor: Innovative Interfaces Inc.

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

Contract  Agreement  Lease / Rent  Amendment

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

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

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

Increase/(Decrease) Amount \$ 67,783.80

Extend Termination Date to: 06/30/2021

Approved by Council Date: \_\_\_\_\_

### Amendment is for: 1 Year Maintenance

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

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

#### 3. Procurement History: Sole Source

~~City of Santa Fe~~  
From: [Signature] (Sep 11, 2020 11:12 MDT) Purchasing Officer Review: \_\_\_\_\_ Date: Sep 11, 2020

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

#### 4. Funding Source: General Fund

~~Alvies Lotero~~  
Alvies Lotero (Sep 10, 2020 09:31 MDT) Budget Officer Approval: \_\_\_\_\_ Org / Object: 1000101.530710  
Date: Sep 10, 2020

Comment & Exceptions: \_\_\_\_\_

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

Email: \_\_\_\_\_

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Innovative Interfaces Inc.

Procurement Title: Addendum #7 / Sole Source

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Community Services/Library Staff Name Gail L. Vigil

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

Gail L. Vigil Contracts Administrator 08/26/20  
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Purchasing Officer (attesting that all information is reviewed) Title Date  
Fran Dunaway (Sep 11, 2020 11:12 MDT)

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

\*

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

**ADDENDUM #7 TO  
INNOVATIVE INTERFACES INCORPORATED AGREEMENT**

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

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

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

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

1. **Annual Renewal.** Pursuant to the Agreements, Client will pay to Innovative \$67,783.80 for the term running from July 1, 2020 through June 30, 2021, for the products and services set forth on the attached Invoice, INV-INC26155.
2. **Miscellaneous.**
  - a. This Addendum will become effective upon execution by both Innovative and the Client.
  - b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.
  - c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
  - d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
3. **Assignment:** This Addendum is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Addendum to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Addendum.

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

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

DATE: \_\_\_\_\_

CITY ATTORNEY'S OFFICE:

Marcos Martinez

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

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

DATE: Aug 26, 2020


APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY McCOY, FINANCE DIRECTOR

DATE: \_\_\_\_\_

Business Unit: 1000101.530710

CONTRACTOR:  
INNOVATIVE INTERFACES INC.

  
AKIN ADEKEYE  
EVP & GENERAL COUNSEL

DATE: August 19, 2020

AL  
AL

# City of Santa Fe, New Mexico

## memo

**DATE:** July 10, 2020  
**TO:** Frances A. Dunaway, Purchasing Director  
**FROM:** Maria E. Tucker, Library Division Director *Maria Tucker*  
**RE:** Sole Source Vendor – Innovative Interfaces Incorporated

### BACKGROUND

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

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

### ACTION REQUESTED

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

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

Thank you.

*Frances A. Dunaway*

Approved

7/12/2020

Date

# SOLE SOURCE REQUEST AND DETERMINATION FORM

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

Date: July 10, 2020

Prepared By: Gail Vigil

Title: Contracts Administrator

Vendor Name: Innovative Interfaces Inc

Address: 1900 Powell Street, Suite 400

City: Emeryville

State: CA

Zip Code: 94608

## Description of Good/Service to be Procured:

Estimated Cost:

71,257.72

Term of Contract:

1 Year Maintenance

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

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

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

X

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

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

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


Price Based on Original Contract #23290-23293

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

Negotiations were made for addendums since the Original Contract

**Approvals:**

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

 7/12/2020  
\_\_\_\_\_  
Fran Dunaway Date  
Purchasing Officer

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

  
\_\_\_\_\_  
Fran Dunaway Date  
Purchasing Director  
City of Santa Fe

**Required Attachments:**

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

July 9, 2020

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

Dear Maria:

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

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

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

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

Sincerely,



Akin Adekeye  
General Counsel

**Invoice**

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

Invoice # INV-INC24951  
Invoice Date 4/21/2020  
Terms  
PO #  
Due Date 6/30/2020  
Site Code sanfe  
Created From Sales Order #SO-INC24426  
Currency US Dollar

**Bill To**

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

10/2/2019

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

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

**PRODUCER** Lockton Insurance Brokers, LLC  
CA License #OF15767  
Three Embarcadero Center, Suite 600  
San Francisco CA 94111  
(415) 568-4000

**CONTACT NAME:**

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

**INSURER(S) AFFORDING COVERAGE**

NAIC #

**INSURER A:** National Fire Insurance Co of Hartford

20478

**INSURER B:** The Continental Insurance Company

35289

**INSURER C:** Indian Harbor Insurance Company

36940

**INSURER D:** National Union Fire Ins Co Pitts. PA

19445

**INSURER E:****INSURER F:**

**INSURED** 1379634 Innovative Interfaces, Inc.  
1900 Powell Street Suite 400  
Emeryville CA 94608

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

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N N	6049714571	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> Coll \$1,000 Ded	N N	6049714568	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N N	6049714604	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6049714585 (AOS) 6049714599 (CA)	10/1/2019 10/1/2019	10/1/2020 10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O/Cyber Liability(Claims Made)	N N	MTP9030774 05	10/1/2019	10/1/2020	\$5M
D	Crime		01-950-26-47 (Crime)	10/1/2019	10/1/2020	\$1M

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

**CERTIFICATE HOLDER**

12592495  
Evidence of Insurance

**CANCELLATION** See Attachment

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

AUTHORIZED REPRESENTATIVE



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

**BUSINESS REGISTRATION**

**Business Name:** INNOVATIVE INTERFACES  
 INCORPORATED

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

**Owner:** SHAHEEN JAVADIZADEH

**License Number:** 222040

**Issued Date:** December 19, 2019

**Expiration Date:** December 31, 2020



**License Type:** Business License - Renewable  
**Classification:** Out of Jurisdiction Business License  
**Fee Paid:** \$10.00

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

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

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
 OTHER BUSINESSES OR PREMISES.  
 TO BE POSTED IN A CONSPICUOUS PLACE

Innovative Interfaces Inc. (III)  
Original Contract

SA 20070-2275

INNOVATIVE INTERFACES INC., an Equal Opportunity Employer, M/F, H/V company, No. 7  
incorporated under the laws of the State of California.

(hereinafter referred to as "Innovative Interfaces")

GWR

-and-

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

WITNESSETH:

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

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

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

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

### I. INTERPRETATION

- 1.01 Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:
- 1.02 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules annexed to it and referred to in it, all as amended from

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

- 1.03 "Licensed Software" or "Software" is the software listed in Appendix A, Schedule 1, including but not limited to the programs, operating software, and related items, any documentation for such products, and any subsequent updates or releases of such software or documentation which are furnished by Innovative Interfaces to the Library for use in connection with such product.
- 1.04 "Third-Party Software" is the software listed in Appendix A, Schedule 2, and any subsequent updates or releases of such software or documentation, to be obtained by the Library.
- 1.05 "Equipment" is the equipment listed in Appendix A, Schedules 3, 4, and 5, and any subsequent additions, deletions, or modifications thereto, to be obtained by the Library.
- 1.06 "Central Site Equipment" is the central site equipment listed in Appendix A, Schedule 3, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library from another vendor.
- 1.07 "Peripheral Equipment" is the equipment listed in Appendix A, Schedule 4, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.
- 1.08 "Data Communications Equipment" is the equipment listed in Appendix A, Schedule 5, and any subsequent additions, deletions, or modifications thereto, to be obtained for the Library for use with the System.
- 1.09 "System" is the combination of hardware and software components and peripheral equipment and telecommunications equipment, as specified by Appendix A, Schedules 1 through 5, and any subsequent additions, deletions, or modifications thereto.
- 1.10 "Date of Final Acceptance" means the date upon which the Library endorses its acceptance of the Licensed Software in the System environment with respect to the achievement of the acceptance standards set forth.
- 1.11 "Installation Site" or "Site" means the room or rooms within which each unit of the Central Site Equipment is to be installed on the premises of the Library.
- 1.12 "Purchase Price" means the dollar amount to be paid by the Library to Innovative Interfaces, as set forth in Appendix A, Schedules 1, 6, and 7, for fulfillment of its obligations under the terms of this Agreement.

- 1.13 "Error" or "Bug" means any function that is performed by the Software incorrectly or inconsistently with the documentation listed in Appendix E, Section 3, or the Correspondence listed in section 13.06.
- 1.14 "Certify" or "Certifies" means that Innovative Interfaces acknowledges the use of certain hardware or hardware platforms and can provide compatible code that will compile and run on that hardware, and that the Software will perform the functions described in the documentation listed in Appendix E, Section 3 and the correspondence listed in 13.06.
- 1.15 "TestPAC" means a sample of 20,000 of the Library's Bibliographic and Item records loaded, indexed and displayed as specified in the Library's worksheets. Upon complete review of this database, the Library may request changes to their original profiling decisions, and those changes will be implemented by Innovative Interfaces at no additional charge to the Library.
- 1.16 "TestPAC training" means the initial two days of on-site training by an Innovative Interfaces' staff member. This training covers OPAC, Management, and Maintenance functions, and will give the Library the necessary tools with which to review the TestPAC.
- 1.17 "TestPAC Acceptance" means the time at which the Library fully accepts all profiling decisions made, and the complete database begins to load or the Library begins to edit and create bibliographic data in the System.
- 1.18 "Initial Installation" means the installation of the Software, TestPAC, and the completion of TestPAC training.

## II. SUPPLY OF LICENSED SOFTWARE, EQUIPMENT, AND SERVICES

- 2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:
- (a) supply to the Library under license the Software referred to in Appendix A, Schedule 1; and
  - (b) provide the services referred to in Appendix A, Schedule 6, and
  - (c) deliver to the Library the materials and documentation referred to in Appendix E.
- 2.02 Subject to the other terms and conditions hereof, the System shall be installed and shall become operational in accordance with the implementation timetable set forth in Appendix H.

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

### III. EQUIPMENT

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

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

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

- 3.02 Innovative Interfaces hereby Certifies that the Software, as specified by Appendix A, Schedules 1 through 5, shall work successfully with the equipment as a System to provide the Library with the functions and capabilities of the Licensed Software as described by this Agreement.
- 3.03 Innovative Interfaces hereby agrees that the barcodes provided by the Library, referred to in Appendix J, attached hereto, shall work successfully with the licensed software as specified in Appendix A, Schedules 1 through 5.

### IV. SOFTWARE

- 4.01 Innovative Interfaces will supply to the Library the Licensed Software as specified by Appendix A, Schedule 1 of this Agreement.
- 4.02 Innovative Interfaces shall retain ownership of the Software and all modifications thereto. Each Licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the Library, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all Licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights,

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

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

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

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

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

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

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

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

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

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

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

## V. DOCUMENTATION

- 5.01 Within two weeks of the signing of this Agreement, Innovative Interfaces shall supply, at no cost to the Library, all standard materials published by and then available for use by licensees or purchasers of Licensed Software including manuals, programming aids and other relevant materials and documentation as specified in Appendix E. At the time of installation of the Licensed Software, Innovative Interfaces shall provide complete System documentation to support all functions.
- 5.02 All materials, documents and other information provided by Innovative Interfaces to the Library shall, if so identified by Innovative Interfaces at the time of delivery thereof, be treated as confidential.
- 5.03 The Library may duplicate documentation provided by Innovative Interfaces only for use by the Library or its agents, and with the inclusion of Innovative Interfaces copyright notices contained therein.

## VI. SUPPLIES

- 6.01 The Library is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System including, without limitation, paper, magnetic tape, ribbons for printers and forms.
- 6.02 Innovative Interfaces shall advise the Library of the specifications, quantities, sources, and required uses of any supplies which are necessary for the installation of the System.

## VII. SPECIAL DECLARATIONS

- 7.01 Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Appendix F.
- 7.02 The Library will pay directly any or all applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, with respect to the acquisition by it of the System or any part thereof, and the Library agrees to be responsible for and hold harmless Innovative Interfaces with respect to any applicable gross receipt taxes, excluding Innovative Interfaces' income taxes, tax liability or expense incurred by Innovative Interfaces in respect thereof.
- 7.03 No provision of this Agreement shall require the personnel employed by Innovative Interfaces in respect of the installation of the System to be members of any union or employees' association.
- 7.04 Innovative Interfaces shall pay all copyright, patent or other royalties, if any, in respect of the use of the Software. Innovative Interfaces shall defend, at its expense, any action brought against the Library to the extent that the action is based on a claim that the manufacture, sale, operation or use of the Licensed Software (or any part thereof) infringes any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights and Innovative Interfaces shall pay any and all costs and damages payable by the Library in respect of any such action, so long as Innovative Interfaces shall have exclusive control of the defense of said suit.

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

- (a) modify the Software so that there is no longer any infringement or breach without adversely affecting capabilities of the Software;
- (b) procure for the Library the right to continue to use the Software;
- (c) substitute for the relevant Software other software having a capability equivalent to the replaced Licensed Software; or
- (d) with the consent of the Library, take back such Software and refund any sums the Library has paid Innovative Interfaces on account of the purchase price less a reasonable amount for use.

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

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

- 7.05 Innovative Interfaces represents and warrants that it has the full right to deliver to the Library the Licensed Software and that, on acceptance by the Library, the Library shall have license and good right to use the same free from any lien, claims, charges or encumbrances, so long as the Library so chooses.
- 7.06 Innovative Interfaces agrees to transfer the licenses to different or additional computers purchased or leased by the Library, provided that the Library shall operate only a single copy of the Licensed Software. This service will be provided at Innovative Interfaces' then standard rates.
- 7.07 Neither party shall divulge nor disclose to any third parties any information concerning the affairs of the other party which come to the knowledge of such party as a result or in performance of this Agreement unless such information becomes publicly available through no fault of either party. In cases where such disclosure is required to operate the system and the software, the Library may disclose confidential information to a third party provided that the third party sign a non-disclosure confidentiality statement with the Library first.
- 7.08 Neither Innovative Interfaces nor the Library shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage, or by fire, flood, act of God, or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative Interfaces is not liable for loss or damage suffered by the Library or any third party not caused by the acts or omissions of employees, agents or equipment of Innovative Interfaces.
- 7.09 INNOVATIVE INTERFACES IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER CAUSED, EXCEPT FOR CONDUCT OF INNOVATIVE INTERFACES WHICH IS NEGLIGENT OR INTENTIONAL..
- 7.10 THE LIBRARY'S RIGHT TO RECOVER DAMAGES TO PROPERTY CAUSED BY INNOVATIVE INTERFACES' FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000.00). INNOVATIVE INTERFACES SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM THE LIBRARY'S USE OF PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF

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

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

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

#### VIII. INSTALLATION AND TRAINING

- 8.01 Unless otherwise provided, all transportation of the Software or any part thereof to the Installation Site shall be the responsibility of Innovative Interfaces.
- 8.02 Prior to the installation of the Software, load of the TestPAC, and on-site training, the Library must have its equipment installed and running with the operating system loaded and any telecommunications in place by the date listed in Schedule H, but in no circumstances later than 45 calendar days prior to the TestPAC installation.
- 8.03 All costs and expenses related to the site preparation shall be at the sole expense of the Library.
- 8.04 Innovative Interfaces shall provide, at its sole expense, staff for complete on-site training of Library personnel according to the terms outlined in Appendix E.
- 8.05 Innovative Interfaces shall have first priority of access to and use of the System prior to the Date of Final Acceptance for purposes of diagnosis.

#### IX. ACCEPTANCE

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

9.02 Acceptance of Licensed Software

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

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

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

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

## X. PAYMENT AND TITLE

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

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

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

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

## XI. WARRANTIES

- 11.01 Innovative Interfaces represents and warrants to the Library that the Licensed Software, and all modules thereof, all programming aids and all other items supplied to the Library under the provisions of this Agreement shall be and, provided that the Equipment and Software are used in accordance with Innovative Interfaces' recommended operating procedure, and are not abused or misused, shall remain free from any and all defects and shall conform to all stated specifications, as defined by Appendix F and Appendix G, so long as the System remains under Innovative Maintenance as defined by Appendix D.
- 11.02 Maintenance payments shall begin 90 days after TestPAC training is successfully completed.<sup>2</sup>
- 11.03 The representations and warranties by Innovative Interfaces as provided for in Section 11.01 for each Software component shall continue in full force and effect for as long as a valid maintenance agreement exists between Innovative Interfaces and the Library. Any nonconformance of any Software component will be corrected by Innovative Interfaces in the same manner as stated in Appendix D for maintenance and support services:
- 11.04 Innovative Interfaces warrants that the Licensed Software, as specified in Appendix A, Schedule 1, including any additions, deletions, or modifications thereto, together with the services specified in Appendix A, Schedule 6, including any additions, deletions, or modifications thereto, shall perform successfully as an Integrated Library System in accordance with the documents specified in §13.06. Innovative Interfaces warrants that the System and its components, as described by Appendix A, Schedule 1, including additions, deletions, and modifications, thereto, shall perform according to the warranty terms, standards, and specifications as set forth in Appendices C and F attached hereto and incorporated by this reference. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IT IS EXPRESSLY AGREED THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR LIBRARY RELATED APPLICATIONS, EXPRESS OR IMPLIED, BY INNOVATIVE INTERFACES WITH REFERENCE TO THE SYSTEM WHICH EXTENDS BEYOND THE WARRANTIES SET FORTH HEREIN.

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<sup>2</sup>TestPAC training shall be considered "successfully completed" at the conclusion of the first two (2) days of onsite training.

## XII. TERMINATION

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

- 12.02 (i) If Innovative Interfaces does not fulfill its obligations to deliver, install and test the Licensed Software in accordance with the dates specified in Appendix E, or,
- (ii) If the System when installed does not meet the specifications set forth in Appendix F, or,
- (iii) If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or,
- (iv) If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within 30 days, or,
- (v) If Innovative Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

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

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

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

### XIII. GENERAL PROVISIONS

- 13.01 No party to this Agreement shall have the right to assign its rights or obligations under this Agreement except with the written consent of the other party hereto, which consent shall not be unreasonably withheld.
- 13.02 There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein or in the Library's purchase orders to Innovative Interfaces. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.
- 13.03 This Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.
- 13.04 This agreement is to be governed by and construed in accordance with the laws, including equitable principles, of the State of New Mexico. In addition to, and not in limitation of the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico shall apply to and govern this Agreement. In the event any court or arbitration panel shall determine that, notwithstanding the foregoing, the Uniform Commercial Code as in effect in the State of New Mexico does not apply, the principles set forth in such Code shall apply to this Agreement.
- 13.05 All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

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

and in the case of the Library shall be:

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

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

#### 13.06 Contract Documents

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

- (1) This Agreement, including the attached Appendices A through K.
- (2) Innovative Interfaces' response proposal, dated December 6, 1994 to the Library's "Request for Best and Final Offer".
- (3) The "Request for Best and Final Offer from Innovative Interfaces, Inc. to Santa Fe Public Library", dated November 1994.
- (4) Innovative Interfaces' proposal to the Library dated September 16, 1994.
- (5) The "Request for Proposal" from Santa Fe Public Library, dated August 8, 1994.
- (6) Correspondence dated 23 November 1995 to Mary Grathwoi of the Library from Russell McDonald of Innovative Interfaces including an announcement of Release 9.0.

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

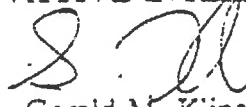
13.08 This Agreement is made and becomes effective when executed by a duly authorized representative of the City of Santa Fe, and by a duly authorized officer of Innovative Interfaces at Emeryville, California.

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

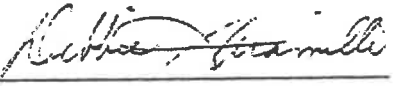
THE CITY OF SANTA FE

INNOVATIVE INTERFACES

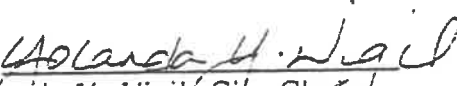
Per:  
Name:  
Title:  
Date:

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

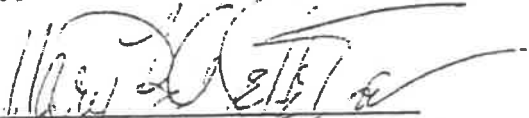
CITY OF SANTA FE

By:   
Debbie Jaramillo, Mayor

Attest:

By:   
Yolanda Y. Vigil, City Clerk

Approved as to Legal Form:

  
Asenath M. Keppler, City Attorney

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

INNOPAC Release 9 Software

200 Online Public Access Catalog .....	\$20,000.00
Includes:	
▪ Full Integration of all Modules	
▪ Library Information Screens	
▪ Sophisticated, Easily-searched Indexing	
▪ Keyword and Boolean Search Access	
▪ Patron request item function	
▪ Ability to redirect searches as subject or keywords with a single keystroke	
▪ Ability to browse Items Nearby on Shelf with a single keystroke	
▪ In-Depth analysis of patron searches	
100 Cataloging Module .....	\$30,000.00
Includes:	
▪ Management Information System/Report Generator	
▪ Full Screen Editor	
▪ Online Headings and MARC Coding Verification	
▪ Global Updating	
▪ Heading Changes Report	
▪ Support for the full MARC standard for Bibliographic Records (100,000 characters per record, 10,000 per field)	
103 Powerwatch Software <sup>2</sup> .....	\$1,950.00
110 1 OCLC Bibliographic Interface <sup>3</sup> .....	\$4,850.00

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<sup>2</sup>UPS must conform to Innovative Interfaces' specifications.

<sup>3</sup>Library must provide an RS-232 connection.

*GR*

*[Signature]*

107 Authority Control Module<sup>4</sup> . . . . . \$15,000.00

Includes:

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

300 Circulation . . . . . \$28,500.00

Includes:

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

308 PC-Circ Backup Software . . . . . \$650.00

Acquisitions Module

400 Ordering, Receiving/PO printing . . . . . \$9,500.00

401 10,000 order records @ \$400/1000 . . . . . \$4,000.00

402 Invoice Processing and Fund Accounting . . . . . \$5,000.00

403 Claiming . . . . . \$4,500.00

404 Hierarchical Fund Reports . . . . . \$4,500.00

Includes:

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

---

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

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

101 67 Simultaneous User Licenses. . . . . \$91,250.00

Subtotal, Software: . . . . . \$219,700.00

Database Profile and Tapeload<sup>6</sup> . . . . . \$9,500.00

Shipping for Hardware Peripherals . . . . . Included

Shipping for Innovative Software . . . . . Included

Installation of Hardware and Application Software  
and System Initialization . . . . . \$5,175.00

10.5 Days On-Site Training<sup>7</sup> . . . . . Included

Documentation<sup>8</sup> . . . . . Included

Warranty is extended to 90 days from installation.

GRAND TOTAL . . . . . \$234,375.00

DISCOUNT *22.521%* . . . . . (\$52,784.00)

DISCOUNTED GRAND TOTAL . . . . . \$181,591.00

Monthly maintenance on INNOPAC system: *933.00* . . . . . \$2,050.00

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

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

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

LTI Data Processing<sup>9</sup> for 128,249 Bibliographic  
Records and 158,535 Item records . . . . . \$19,276.00

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

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<sup>9</sup>Includes custom merging of the Library's tapes with the Library's circulation system records and item field creation, and authority control.

APPENDIX A

CONFIGURATION AND COSTS  
SCHEDULE 2

THIRD-PARTY SOFTWARE

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

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

5798-RZB IBM Connection Program/400

APPENDIX A

CONFIGURATION AND COSTS  
SCHEDULE 3

CENTRAL SITE EQUIPMENT

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

CENTRAL SITE EQUIPMENT

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

## APPENDIX A

### CONFIGURATION AND COSTS SCHEDULE 4

#### PERIPHERAL EQUIPMENT

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

No Peripheral Equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS  
SCHEDULE 5

DATA COMMUNICATIONS EQUIPMENT

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

No equipment to be listed.

APPENDIX A

CONFIGURATION AND COSTS  
SCHEDULE 6

DATABASE CONVERSION, LOAD, AND CONSULTATION

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

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

<sup>11</sup> All costs for services are included in Schedule 1 of Appendix A.



APPENDIX A  
CONFIGURATION AND COSTS  
SCHEDULE 7

COST SUMMARY

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

GHC

APPENDIX A  
CONFIGURATION AND COSTS  
SCHEDULE 8  
INNOPAC OPTIONAL ADDITIONS

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

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

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

GK



APPENDIX B

PAYMENT SCHEDULE

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

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

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

GJK

## APPENDIX C

### INNOPAC TAPE LOAD PROCEDURES

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

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

#### A. PROFILING AND SPECIFICATIONS:

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

#### B. TEST INNOPAC:

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

#### C. CONVERSION OF 9-TRACK TAPES TO CARTRIDGE:

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

*Grate*



tapes to the appropriate type of cartridge tape.

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

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

#### D. INITIAL TAPE LOAD:

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

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

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

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

- a. DE-DUPED: Each record should occur only once per set of records. If a record occurs more than once, all multiple occurrences will be loaded.
- b. ONE SOURCE: All tapes for a particular type of record must be submitted from a particular source, such as one tape vendor. Different types of records may come from different sources, such as a tape vendor for bibliographic records and the campus computer center for patron records.

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

#### E. MONITORING THE TAPE LOAD:

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

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

#### GAP TAPE LOAD:

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

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

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

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

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

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

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

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

#### ADDITIONAL SERVICES:

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

#### Patron Records

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

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

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

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

#### Format 1: MARC

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

- Leader
- Directory
- Variable-length fields

### Leader

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

### Directory

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

### Variable-length Fields

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

There is a sample record on page 34.

### Patron Record Content

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

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

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

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

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

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

Sample Patron Record

- ^ = subfield delimiter (hex 1F)
- ▲ = field terminator (hex 1E)
- = record terminator (hex 1D)
- = ASCII blank

```
010^^^a123-45-6789▲  
015^^^aR0078986▲  
020^^^a87-31253▲  
030^^^a2-1306-00040-1204▲  
079^^^a12-31-88▲  
080^^^a06-01-90▲  
081^^^ab▲  
082^^^ax▲  
083^^^a005▲  
084^^^a001▲  
085^^^amainl▲  
100^^^aStudent, John A.▲  
220^^^aBox 320$This Campus▲  
225^^^a2379▲  
  
230^^^a123 Anywhere St. $Small Town, OH 43  
210▲  
225^^^a415-555-1234▲-
```

Layout of the record above on tape:

```
00459.....00217.....01000160000001500130001602000130002903000  
2200351079011200a-380001300077081000a00003032000a000890233003000  
07084000800105085001000115130002100136230002400160225000900169230  
004200211235001700238.....a123-45-6789.....aR0078986.....a87-31253..  
..a2-1306-00040-1234.....a12-31-88.....a06-01-90.....ab.....ax.....a00  
5.....a001.....amainl.....aStudent, John A.....aBox 320$This Campus▲  
.....a2379.....a123 Anywhere St. $Small Town, OH 43210.....a415-555-12  
34--
```

### Format 2: 80 column punched card image format

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

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

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

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

#### Fields Used

---

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

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

#### Zero Field

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

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

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

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

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

### Format 3: ASCII Text File Image

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

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

**Format 4:**

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

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

## APPENDIX D

### INNOVATIVE INTERFACES'

#### MAINTENANCE AND SUPPORT SERVICES

##### HARDWARE AND SOFTWARE SUPPORT SERVICES

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

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

##### Holidays:

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

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



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

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

- (ii) On reasonable notice and at Innovative Interfaces' expense, Innovative Interfaces may require the Library to permit Innovative Interfaces to correct Software Bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces shall be responsible for all corrections at Innovative Interfaces' expense.
- (iii) The Library will be informed of the release of new modules for the System which may be acquired by the Library from Innovative Interfaces at the then-prevailing market price.

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

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

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

Innovative Interfaces' regular maintenance support.

### REMEDIAL MAINTENANCE

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

### PREVENTIVE MAINTENANCE

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

### ADDITIONAL EQUIPMENT

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

### MAINTENANCE TRAINING OF LIBRARY PERSONNEL

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

### LIBRARY'S RESPONSIBILITIES

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

### MOVEMENT OF SYSTEM

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

### LIMITATION OF LIABILITY

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

### TERMS OF AGREEMENT

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

APPENDIX E

TRAINING AND DOCUMENTATION <sup>1</sup>

1. TRAINING: Training Schedule

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

---

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

*Galt*



## Training Methods

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

### Selecting Attendees

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

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

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

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

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

### Additional Training

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

## TRAINING OUTLINE

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

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

### Introduction

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

### Patron Access Module

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

- Combining qualifiers with Boolean operators
- Keyword searching:
  - Combining keywords in a single search
  - Strategy and input order of search request
- Library information screens:
  - Public service information screens concerning library hours, borrowing privileges, etc.
  - Patron on-line suggestion box
- Connecting to other system for search access

### Management Information & the Report Generator

- Information about the system:
  - Online display of file sizes
  - Online display of system codes
- Types of records:
  - Bibliographic records
  - Item records
  - Patron records
  - Authority records
  - Order records
  - Checkin records
  - Course records for reserves
- Creating lists of records and specialized subsets of the database:
  - Searching on fixed-field information
  - Searching on variable-field information
  - Combining searches using Boolean operators
  - Sorting and printing output
- Creating statistical reports
- Analyzing patron searches. Automatic system reporting of all searches by:
  - Type of search
  - Which terminal used
  - Time of search

- Unsuccessful searches
- View patron suggestions from on-line suggestion box

## System Maintenance

- Backing up the system data to tape:
  - Loading, unloading the tape unit
  - Files which should be backed up
  - Frequency of back-up function
  - Logs charting backups done
- Maintaining the Password file:
  - Levels of authorization
  - What functions are passworded
  - Entering user initials and password in file
  - Authorizing user for particular functions
- Maintaining system codes:
  - Fixed-length codes
  - Branch location codes
  - Branch addresses
  - Language and country codes
- Maintaining default settings for new records:
  - Bibliographic, authority, item
  - Patron and course types of records
- Hardware details of INNOPAC:
  - Power on/off switch - requirements and restrictions
  - Meaning and significance of signal lights
  - Cable configuration and connections
- Other hardware:
  - Printer loading and ribbon changing
  - Wand reader settings
  - Battery back-up unit
- Loading raw MARC files

## Cataloging Module

- Keying new Bibliographic records:
  - Using fixed-length and variable-length fields
  - MARC tagging and INNOPAC tagging
  - System defaults and keying aids
- Downloading records from bibliographic utility (e.g. OCLC):
  - Setting and changing download parameters
  - What fields transfer; how they look after downloading
- Search results: singular, multiple, no-hit
  - Display of records: differences in display from what the patrons see
- Redirecting searches: using same capabilities as found in the patron access mode
- Updating and maintaining records:
  - Update on a per record basis
  - Batch update using Rapid Update
  - Transfer of attached records
- Deleting records from the database:
  - Deleting individual records
  - Batch deletions

## Authority Control Module

- Keying new Authority records:
  - Types of fields and MARC tags
- Updating Authority records
- Catalog maintenance reports, automatic reports from INNOPAC on activity which might require authority control or record maintenance:
  - New headings for author or subject headings
  - Invalid headings
  - Blind references
  - Duplicate entries for ISBN, and record number indexes

- Global updates to headings:
  - Updating without verification
  - Updating with verification
- Deleting Authority records from the system

## Circulation Module

- Circulation parameters
- Patron records:
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify them
  - Deleting patron records from the system
  - Restrictions on deleting patron who has items checked out
- Updating patron records:
  - Updating on a per-record basis
  - Batch updating of records
- Patron records:
  - Displaying items checked out to patron
  - Displaying items for which patron has placed a hold
  - Examining fines assessed and paid by patron
- Circulation Item records:
  - Attaching Item records to a Bibliographic record
  - Types and uses of variable-length fields
  - Purpose and uses of fixed-length fields and codes
  - System defaults for codes and how to modify
- Deleting Item records from the system:
  - Restriction on deleting when item is checked out to a patron
- Updating Item records:
  - Updating on a per record basis
  - Batch updating of records

- Using wand readers and laser scanners
- Checking out and checking in items
- Due date--information the system uses for automatic calculation of the due date:
  - item type
  - patron type
  - shelving location
  - calendar
- Overdues--system calculation of when item overdue:
  - Generation of overdue notices
- Renewals
  - Calculation of the new due date
  - Circumstances permitting renewal
- Holds:
  - Placing a hold for a specific copy
  - Placing hold for copy returned soonest
  - Maintaining the hold file
  - Clearing the holds shelf
  - Canceling holds
- Fines:
  - How fines accrue
  - Assessing special charges for services--e.g. photocopies
  - Recording payments
  - Billing for non-response to return notice
- Reserve room functions:
  - Establishing a course record, with course number, course name, and professor
  - Placing items on reserve and linking them to a course record
  - Change of status and location for reserve item
  - Removing items from reserve
  - Circulation restrictions for reserve items
- Printing notices:
  - Overdue notices

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

## Acquisitions Module

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

- Placing orders and encumbering funds:
  - Keying new records--input new Bibliographic and Order records. Input records for both recently received items and new orders.
  - Retrieval--basic searching methods
  - Updating records
  - Printing purchase orders
  - Receiving ordered items
  - Claiming
  
- Maintaining the Vendor File:
  - Entering new vendors
  - Updating existing vendors
  
- Financial functions:
  - Processing invoices for received materials, for on-going serials, etc.
  - Posting; printing registers; and updating financial files
  - Displaying and printing financial reports
  - Establishing new funds and fund reports
  - Making fund adjustments--appropriations, credits, adjustments
  - Posting adjustments to fund files
  - Producing fund activity reports
  - Maintaining posting register logs
  - Daily, monthly routines; yearly fiscal close procedure

- Downloading from bibliographic utility:
  - Downloading bibliographic and order information using pre-determined code defaults
  - Overriding defaults: specifying fund, vendor, and other codes
  - Retention of codes/data for subsequent records
- Advanced retrieval techniques
  - Creating lists of records; sorting and printing; saving and copying review files
  - Statistics

## Serials Module

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

- Creating Check-in records:
  - Check-in records
  - Check-in cards: how to handle regular and irregular frequencies; standing orders
- Checking in serial issues:
  - Expected issues
  - Additional or unexpected issues
- Maintaining Check-in records:
  - Modifying issue information, check-in card parameters
  - Archiving Check-in records
- Building bibliographic records for serials:
  - Keying records
  - Downloading from bibliographic utility
- Check-in labels:
  - Establishing formats
  - Coding Check-in records for type of label
  - Printing labels during checkin
- Claiming issues:

- Claiming late issues during checkin
- Reviewing portions of the serials file systematically and claiming overdue issues
- Printing claim letters
- Special lists of serials
  - Creating lists of serial records
  - Searching for specific issue information
  - Sorting items in the list
  - Specifying data to print

## 2. TRAINING FOR OTHER MODULES:

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

## 3. DOCUMENTATION

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

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

## 4. INNOVATIVE CONSULTATION WITH THE LIBRARY:

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

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

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

## APPENDIX F

### PERFORMANCE TESTING AND WARRANTIES

#### 1. INTRODUCTION

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

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

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

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

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

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

## 2. WARRANTY GUARANTEE AND LIMITATION

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

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

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

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

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

## 3. DATABASE PROCESSING AND LOADING THRESHOLDS:

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

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

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

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

- Books
- Serials
- Maps
- Scores
- Sound Recordings
- Archives and manuscripts
- Computer files

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

- Personal names
- Corporate/conference names
- Subjects
- Series
- Uniform titles

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

3.2.d. USMARC Community Information format.

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

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

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

#### 3.4. Databases to be loaded

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

#### 4. REMEDIES:

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

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

## APPENDIX G

### ACCEPTANCE OF SYSTEM

#### 1. GENERAL

##### 1.1. Acceptance Tests

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

- Functional Performance Acceptance Test
- Software Reliability Acceptance Test

##### 1.2. Acceptance of Changes to System

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

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

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

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

#### 2. FUNCTIONAL PERFORMANCE ACCEPTANCE TESTS

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

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

- 2.2. After acceptance of the module functionality, or 120 days from TestPAC, whichever comes first, the System feature or module will be considered 'accepted' as defined by this agreement.
- 2.3. During the conduct of these demonstrations and tests, the Library shall inform Innovative Interfaces of variations of the System performance from System documentation, and of errors or "bugs" in the System functions.
- 2.4. The Functional Performance Acceptance Test shall not be deemed as successfully completed until:
  - 2.4.a. The Database Processing and Loading indexing capabilities described in Appendix F have been verified:
  - 2.4.b. Variations between System functions and System documentation have been corrected:
  - 2.4.c. Errors or "bugs" in System functions have been corrected.
- 2.5. For 120 days from TestPAC installation or until Innovative Interfaces receives written acceptance of the software's functionality, Innovative Interfaces warrants that if licensed software fails to perform according to the provisions of this Agreement, Innovative Interfaces shall provide one or more of the following remedies:
  - 2.5.a. Make necessary software adjustments at no cost to the Library no later than sixty (60) days from the date of Innovative's receipt of written notification of the software failure by the Library.
  - 2.5.b. Remove licensed software at no cost to the Library and refund all monies paid by the Library to Innovative Interfaces less the cost of database loads and the LTI processing.

### 3. SOFTWARE RELIABILITY ACCEPTANCE TEST

- 3.1 Innovative Interfaces shall notify the Library when the Licensed Software has been installed (hereafter referred to as "Installation"), and is ready for use, and Innovative Interfaces has loaded or has begun to load Library's Bibliographic and Authority records into the System and demonstrated the capability to create item records and build the patron database. The performance period for the Software Reliability Acceptance test (a period of sixty consecutive operational days) shall commence on the next working day following receipt by the Library of Innovative Interfaces' certification that such Installation has been completed and is ready for use. Upon commencement of the performance period, operational control becomes the responsibility of the Library. One sixty (60) day period need not expire in order for another performance period to begin. During the performance period hereunder, the System shall be scheduled for use during all regular business hours of the Library. Only downtime which occurs during the regular business hours of the Library shall be counted, and this shall be termed "Downtime".
- 3.2 If the Licensed Software operates at an effectiveness level of ninety-eight percent (98%) or more for period of sixty (60) consecutive operational days from the commencement date of the performance period, it shall be deemed to have met the Library's standard of performance and shall constitute a successful performance period.
- 3.3 For determining the effectiveness level, Adjusted Downtime should be calculated by multiplying the actual Downtime in hours and whole minutes by the applicable Downtime coefficient, as defined in the following table:

#### DOWNTIME COEFFICIENTS

Loss of critical functions for the:

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

performance period.

- 3.8 Innovative Interfaces, at its own cost and expense, shall make all necessary adjustments, repairs, and modifications to the Licensed Software so that it shall perform in accordance with the testing standards.
- 3.9 Innovative Interfaces shall have a total of 90 days from the date of Innovative Interfaces' certification that the Installation is completed to successfully complete the Software Reliability Acceptance Test.
- 3.10 If the Software Reliability Acceptance Test shall not be successful, Innovative Interfaces, at its own expense, shall make such adjustments, modifications, enlargements, or reconfigurations of the Licensed Software as necessary to obtain a successful acceptance test. After such adjustments, modification, enlargements, or reconfigurations, if any, are made or installed by Innovative Interfaces, Innovative Interfaces shall notify the Library that Innovative Interfaces desires the Library to retry the previously unsuccessful test. The previously unsuccessful acceptance test shall then be performed again by the Library. If the test is again unsuccessful, the procedure set forth herein shall be repeated.
- 3.11 If the Software fails to complete a Software Reliability Acceptance Test within 120 days of the date of TestPAC Installation, the Library has the option to waive the requirement for successful completion, or to return to Innovative Interfaces the Licensed Software. Innovative Interfaces will return to the Library all monies paid to Innovative Interfaces for the Licensed Software described in Appendix A, Schedules 1 and 4, less the costs for database load described in Appendix A, Schedule 6.

APPENDIX H  
PROJECT IMPLEMENTATION PLAN

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

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

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



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## APPENDIX I

### ESCROW AGREEMENT

#### I. ESTABLISHMENT OF ESCROW

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

- A. The Escrow Agent shall be Data Securities International, 49 Stevenson Street, Suite 550, San Francisco, CA 94105. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Data Securities International to deliver the escrow material to such newly designated Escrow Agent.
- B. Source code material shall be released to the Library by the Escrow Agent upon the occurrence of the following event:
  - i. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or
  - ii. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.
- C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the Library in

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writing of the existence of a conflicting demand.

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

## II. VERIFICATION OF ESCROWED MATERIALS

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

## III. ENHANCEMENT AND MODIFICATION

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

## IV. CONFLICTING DEMANDS

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

## V. TERMS OF RELEASE OF ESCROWED MATERIAL

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

APPENDIX K

LTI TAPE PROCESSING COST GUIDELINES

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

- (1) Fixed fee option: The Library will be billed \$19,276.00 for LTI processing on up to 128,249 bibliographic and 158,535 item records. Any actual cost beyond this amount will be billed to the library by Innovative Interfaces;
- (2) Invoice actual cost from LTI regardless of the amount for a \$1,495.00 handling fee from Innovative Interfaces;
- (3) Contract with LTI directly.

Authority Control Processing

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

LTI Quote for Santa Fe Public Library

Actual figures from LTI confirmed to Santa Fe Public Library:

(1)	LBPITEM records in AS400 database is 158,535 x \$.07	.....	\$11,097.45
(2)	LBPITEM records in AS400 database is 128,249 x \$.055	.....	\$ 7,053.70
(3)	LTI hourly rate for custom programming is \$75/hour; estimate 15 hours required for the conversion of the Santa Fe database.		
(3a)	15 Hours x \$75 =	.....	\$ 1125.00
<b>TOTAL</b> .....			<b>\$19,276.00</b>

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Innovative Interfaces Inc. (III)

Addendum #1

ADDENDUM

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

-and-

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

WITNESSETH:

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

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

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

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

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

CITY OF SANTA FE

ATTEST:

By: David Coss

By: Yolanda Y. Vigil

Name: David Coss  
Title: Mayor

Name: Yolanda Y. Vigil, CMC  
Title: City Clerk  
cmto 5/10/06

Date: 5-12-06

Date: 5-18-06

Approved As To Form:

Anne Lovely  
Anne Lovely, Acting City Attorney

INNOVATIVE INTERFACES, INC.

By: James A. Hoffbauer

Name: JAMES A. HOFFBAUER

Title: EVP - CFO

Date: 5-17-06

SCHEDULE A

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

MILLENNIUM SYSTEM EXPANSION:

A. Basic Millennium Software

- [100-M]      **MILLENNIUM WEB MANAGEMENT REPORTS**  
Graphical access to a full suite of management reports, including
- Age of collection report
  - Collection development report, cross-tabulation of cataloging, ordering and circulation data
  - Patron search statistics and analysis
  - Circulation statistics including cross-tabulation of item and patron data
  - Vendor performance statistics
  - Downloadable to spreadsheet programs for further analysis
- [100-MD]      **MILLENNIUM CATALOGING/DATABASE MANAGEMENT**  
Access to all cataloging functions from a web-based graphical client, plus
- Millennium Global Updating
  - Automatic authorities processing
  - Multiple record editing windows
  - Sort attached records by any field in the summary display; preserve that order
  - Direct access to all attached records
  - Direct access to improved Create List function
  - Ability to define a single contextual link to a content provider of library's choice
  - Session statistics per login
  - View/place/capture Holds
  - Bib/item location synchronization
  - Record-by-record output in XML format
- [105-K]      **Advanced Keyword Searching**
- Available in WebOPAC and all Millennium staff clients
  - Pre-limiting of searches
  - Simple and/or "advanced" search screens
  - Adjacency/proximity searching
  - Keyword indexing and retrieval from subject; notes; title and author fields
- [204]      **EXPORT BIBLIOGRAPHIES**
- Allows OPAC users to place certain records into a special file that they can transfer [download] to a file, a printer, or an email address.
- [300-M]      **MILLENNIUM CIRCULATION**  
Access to all circulation functions from a web-based graphical client, plus
- Direct access to patron database for editing; new record creation

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

[305A] EMAIL CIRCULATION NOTICES

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

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

**B. Millennium Services**

**ONSITE TRAINING**  
 4 days in 2 visits -- includes expenses

**INDEXING EXPANSION**

Complimentary re-indexing to upgrade system to 2005 indexing standards, including as necessary:

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

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

**C. Optional Additional Software**

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

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

<b>Sub-Total</b>	<b>\$51,800</b>
<b>Less Millennium Allowance</b>	<b>- \$10,360</b>
<b>TOTAL</b>	<b>\$38,880</b>

**Hardware**

- a) **Hardware upgrade to Innovative Sun V240 platform**
  - MILLENNIUM Sun V240 CPU
  - 1 Ghz UltraSPARC® IIIi processor
  - 2 GB RAM (Maximum memory capacity 16Gb)
  - 4 x 36 Gb UltraSCSI Disk Drives (10,000 RPM)
  - Software RAID mirroring
  - Solaris 9 Operating System
  - Millennium application license to run under Solaris operating system
  - Internal DVD-ROM drive
  - 10/100/1000 Mbps Ethernet connectivity
  - 400W Power Supply
  - U107 UPS 1.4KVA
  - External 20/40 4mm DAT tape drive
  - Associated cables/controllers
- b) **Machine setup, software services, migration of database and users**
- c) **One day on-site service (including expenses)**
- d) **Shipping, insurance**

<b>Software Subtotal</b>	.....\$ 24,150
<b>Less Millennium allowance</b>	.....- \$ 4,830
<b>Hardware Total</b>	.....\$ 19,320
 <b>GRAND TOTAL</b>	 .....\$111,400

**NOTES:**

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

<b>SCHEDULE B PAYMENT SCHEDULE</b>
--

**Grand Total**

**\$111,400**

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

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

Innovative Interfaces Inc. (III)

Addendum #2

**ADDENDUM No. 2**

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

-and-

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

WITNESSETH:

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

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

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

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

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

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

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

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

**CITY OF SANTA FE**

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

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

**ATTEST:**

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

**INNOVATIVE INTERFACES, INC.**

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

Approved As To Form:

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

Innovative Interfaces Inc. (III)

Addendum #3

**ADDENDUM #3 TO  
INNOVATIVE INTERFACES, INC. AGREEMENT**

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

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

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

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

1. **Additional License.** Subject to the terms of the **Agreements**, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "**Additional Software License**") to use the software (the "**Additional Software**") on a perpetual license basis described in Exhibit 1 of this Amendment. The software maintenance and support services terms, and price of the **Additional Software License** will be as respectively set forth in the corresponding quotes in Exhibit 1.
2. **Maintenance and Support Terms and Conditions.** The Library agrees to purchase from Innovative the software maintenance and support services described in Exhibit 1 and Exhibit 2 attached to this Amendment for the price and per the terms specified in Exhibit 1 and Exhibit 2 attached hereto. Innovative will provide software maintenance and support services set out in Exhibit 1 and Exhibit 2 for as long as the Library is current on payment to Innovative of the annual software maintenance and support services fees.
3. **Currently Licensed Software.** The software the Library currently licenses from Innovative is as set out in Exhibit 3 attached hereto.
4. **Term.** Subject to the early termination provisions set forth in the **Agreements**, this Agreement will be effective for an initial term of three (3) years following the **Effective Date** (the "**Initial Term**"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "**Renewal Term**") and, together with the **Initial Term**, the "**Term**"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.
5. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon written notice being given by the Client to Innovative. The Client's decision as to whether sufficient appropriations are available shall be accepted by Innovative and shall be final.

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

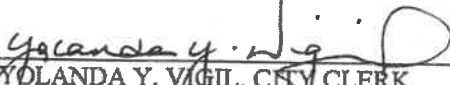
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE:

  
JAVIER GONZALES, MAYOR

DATE: 12/16/17

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
CC mtg 12/13/17  
APPROVED AS TO FORM:

 10/16  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12.19.17 AM  
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

12109.530710

INNOVATIVE INTERFACES  
INCORPORATED

See attached  
HILARY NEWMAN, SVP LIBRARY  
SERVICES

DATE: \_\_\_\_\_

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

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

**CITY OF SANTA FE:**

**INNOVATIVE INTERFACES  
INCORPORATED**

\_\_\_\_\_  
JAVIER GONZALES, MAYOR

  
\_\_\_\_\_  
HILARY NEWMAN, SVP LIBRARY  
SERVICES

DATE: \_\_\_\_\_

DATE: 10/19/2017

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 12/13/17  
APPROVED AS TO FORM:

 10/16  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

**EXHIBIT 1**

**Additional Terms:**

1. **Fees.** All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.
2. Commencing upon year 2 and thereafter, Innovative will have the right to increase rates for services being renewed by 2.5% over the previous year.

[APPROVED QUOTES FOLLOWS THIS PAGE]



# Invoice

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

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

### Bill To

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

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

**Total** 64,517.60  
**Amount Due** US\$64,517.60

FEIN 94-2553274

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

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

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

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

## EXHIBIT 2

### Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions

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

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

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

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

### 3. Error Reporting and Diagnosis.

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

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

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

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

### EXHIBIT 3

#### Currently Licensed Software

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

Innovative Interfaces Inc. (III)

Addendum #4

#### Addendum # 4

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

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

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

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

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

2. **Miscellaneous.**

- a. This Addendum will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum will control.
- c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

[Signature Page Follows]

**Exhibit 1**

**Pricing Exhibit**

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

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]



# Pricing Exhibit

Innovative Interfaces, Inc.  
 5850 Shellmound Way  
 Emeryville CA 94608

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

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

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

Currency  
 US Dollar

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

Total Fees US\$0.00

Innovative Interfaces Inc. (III)

Addendum #5

ITEM # 18-1313

**ADDENDUM #5 TO  
INNOVATIVE INTERFACES INCORPORATED AGREEMENT**

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

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

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

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

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

2. **Miscellaneous.**

- a. This Addendum will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.
- c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

[Signature Page Follows]

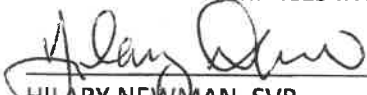
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

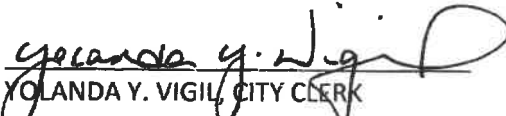
DATE: 11/29/18

CONTRACTOR:  
INNOVATIVE INTERFACES INC.

  
HILARY NEWMAN, SVP  
LIBRARY SERVICES

DATE: 9/28/2018

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

DATE: cc mg. 11/14/18

APPROVED AS TO FORM:

  
ERIN McSHERRY, CITY ATTORNEY

DATE: 11/16/18

APPROVED:

  
MARY McCOY, FINANCE DIRECTOR *me*

DATE: 11/16/18

Business Unit: 12/00-530710

**Innovative Interfaces Incorporated  
Maintenance and Support  
Terms and Conditions**

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

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

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

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

**3. Error Reporting and Diagnosis.**

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

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

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

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

## **CNA** Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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21. Waiver of Subrogation – Blanket

#### 1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury as grantor of a franchise to the Named Insured.

**D. Lessor of Equipment**

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the occurrence giving rise to such bodily injury or property damage, or the offense giving rise to such personal and advertising injury, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional

insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

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

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

#### **J. Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs d. or f. above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph J. also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

#### **K. Other Person Or Organization / Your Work**

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

#### **2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### **3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death,

humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

##### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

##### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

#### 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. In its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

**Part.**

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insureds** should choose to employ.

#### 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

#### 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

##### **Expected or Intended Injury**

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

#### 8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

#### 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

I. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

II. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

**(1) bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

**(2) bodily injury** to a volunteer worker while performing duties related to the conduct of the **Named Insured's** business;  
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's** volunteer workers are **Insureds** with respect to:

**(1) bodily injury** to a co-volunteer worker while performing duties related to the conduct of the **Named Insured's** business; and

**(2) bodily injury** to an employee while in the course of the employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

**Insured** does not include any physician while acting in his or her capacity as such.

**D. The Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

**(1)** To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

• the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

policy period, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury or property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

#### 11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

**Exclusions c. through n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the **Damage To Premises Rented To You Limit**) and replace it with the following:

6. Subject to Paragraph 5. above, (the **Each Occurrence Limit**), the **Damage To Premises Rented To You Limit** is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The **Damage To Premises Rented To You Limit** is \$500,000. unless a different **Damage to Premises Rented to You Limit** is shown in the **Declarations**.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

## 12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@ @@@@ @@@@ @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;  
and  
This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

## 13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

## 14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

**Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

#### **15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

##### **Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

##### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

##### **Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

#### **16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

##### **Contractual Liability**

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **Insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **Insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

**Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such

**suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

#### 17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES**

coverage,  
and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**21. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTRACT TYPE	DESCRIPTION	AMOUNT
ORIGINAL		\$ 181,591.00
ADDENDUM #1	Software hardware Upgrade	\$111,400.00
ADDENDUM #2	Software Upgrad	\$36,000.00
ADDENDUM #3	Maintenance	62,944.00
ADDENDUM #4	Move to the Cloud	0
Total		\$ 391,935.00

Innovative Interfaces Inc. (III)

Addendum #6

**ADDENDUM #6 TO  
INNOVATIVE INTERFACES INCORPORATED AGREEMENT**

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

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

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

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

**1. Annual Renewal.** Pursuant to the Agreements, Client will pay to Innovative \$66,130.54 for the term running from July 1, 2019 through June 30, 2020, for the products and services set forth on the attached Invoice, INV-INC21706.

**2. Miscellaneous.**

- a. This Addendum will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreements will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreements, the terms of this Addendum will control.
- c. This Addendum may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

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

CITY OF SANTA FE:

  
ALAN WEBBER, MAYOR

DATE: 1/29/2020

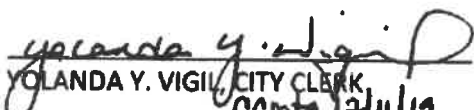
CONTRACTOR:

INNOVATIVE INTERFACES INC.

  
HILARY NEWMAN, SVP  
LIBRARY SERVICES

DATE: 8/1/2019

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
COUNTY 12/11/19

DATE: 1-29-20

APPROVED AS TO FORM:

  
ERIN McSHERRY, CITY ATTORNEY

DATE: 8/14/19

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR

DATE: 1/29/20

Business Unit: 1000401 . 530710









# GB LIBRARY INNOVATION INTERFACES

Final Audit Report

2020-09-11

Created:	2020-09-10
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaCEaKzE-N2tareZtgNjv6BtkU42LKQqI

## "GB LIBRARY INNOVATION INTERFACES" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-09-10 - 3:05:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-09-10 - 3:10:37 PM GMT
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2020-09-10 - 3:28:31 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-09-10 - 3:31:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-09-10 - 3:31:28 PM GMT
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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-09-11 - 5:12:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), glvigil@santafenm.gov, Fran Dunaway (fadunaway@santafenm.gov), and Alexis Lotero (aclotero@santafenm.gov)  
2020-09-11 - 5:12:53 PM GMT

**ACTION SHEET**  
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020**

**ISSUE NO. 8A**

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

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 10/05/2020 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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 23, 2020

**TO:** Governing Body  
Finance Committee  
Public Safety Committee

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Andrew Padilla, Chief of Police *(9-23-20)*

**FROM:** Ben Valdez, Deputy Chief of Police *BV/AMM 9/23/20*

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### ITEM AND ISSUE:

Request for the Approval of the Agreement for Inmate Confinement between the County of Santa Fe and the City of Santa Fe for the incarceration, care and maintenance of persons charged with or arrested for a crime. Term of the contract is for a period of four (4) years from the time of approval by both the City of Santa Fe and Santa Fe County. The amount varies each month by the number of inmates, day and any medical costs not covered by the detention center. The amount budgeted for FY21 is \$482,000. The estimated Total Amount for the four (4) year period is \$ 2,000,000. Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

### BACKGROUND AND SUMMARY:

The Santa Fe Police Department requires a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime. This service has been provided by the Santa Fe County Adult Detention Center and remains the most cost effective method due to the proximity to the City limits.

### PROCUREMENT METHOD:

The procurement method is Exempt per 13-1-98A – procurement of items of tangible personal property of services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.

### CONTRACT NUMBER:

The FY21 Munis contract number is 3202180.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** Police Administration/1000310

**Munis Object Name/Number:** Detention Center/510410

### ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.

# City of Santa Fe, New Mexico

# memo

**Date:** September 14, 2020

**To:** Fran Dunaway, Chief Procurement Officer

**From:** AnnaMarie Bowen, Fiscal Administrator *AMB*

**Subject:** Exemption Determination Request

---

Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe for the Inmate Confinement Agreement.

City of Santa Fe follows the New Mexico State Procurement code.

*State Procurement Exemption: 13-1-98 A (~~State Agency~~ **Santa Fe County**) - procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Agency: Santa Fe County

Amount: Varies month to month, total amount Budgeted for FY21 is \$482,000.

Term: 08/10/20 to 08/09/24

Approved Exemption



Fran Dunaway (Sep 23, 2020 08:43 MDT)

---

Fran Dunaway, Chief Procurement Officer



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Inmate Confinement Agreement

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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


Department Requesting Police Department Staff Name Deputy Chief Ben Valdez

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

<u>AnnaMarie Bowen</u>	<u>Fiscal Administrator</u>	<u>09/14/20</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
		
<u>Fran Dunaway (Sep 23, 2020 08:43 MDT)</u>		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202180

Contractor: Santa Fe County

Description: **Inmate Confinement Agreement - addresses the costs and conditions the City will pay for the housing of City of Santa Fe's inmates.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 08/10/20 Term End Date: 08/09/24

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Munis Contract # 3200846 (Previous Agreement)**

**Budgeted Amount for FY21 is \$482,000. The cost for FY20 was \$337,247. Three year cost average was \$504,367.**

3. Procurement History: New Contract for 4 years with Santa Fe County, Munis Contract # 3202180

~~Chris Dunning~~  
Chris Dunning (Sep 23, 2020 09:43 MDT)

Sep 23, 2020

Purchasing Officer Review: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: Exemption: 13-1-98A entity to entity increase to daily costs for housing inmates

4. Funding Source: General Fund (100) Police Administration

Org / Object: 1000310/510410

~~Alexis Lotero~~  
Alexis Lotero (Sep 22, 2020 09:08 MDT)

Sep 22, 2020

Budget Officer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: AnnaMarie Bowen Phone # ext. 5122

Email: acb Bowen@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**AGREEMENT  
FOR INMATE CONFINEMENT  
BETWEEN THE COUNTY OF SANTA FE  
AND THE CITY OF SANTA FE**

**THIS AGREEMENT** is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Santa Fe, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor").

**RECITALS**

**WHEREAS**, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail in the Contractor's jurisdiction; or (ii) are in imminent danger and are housed in the Contractor's facility;

**WHEREAS**, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

**WHEREAS**, the County is willing to house Contractor's inmates from time-to-time on the terms and conditions as set forth herein.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by both parties:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a jail in the Contractor's jurisdiction, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for housing inmates
2. **COMPENSATION.** The Contractor shall pay the County a cost of \$95.00 per day for each full or partial calendar day for a Contractor's inmate who is housed at SFCADF. SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.
3. **CONDITIONS OF HOUSING.** The County will house Contractor's inmates consistent with SFCADF's prevailing policies, post orders and other routine

practices, unless additional housing policies are specified by an appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.
5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.
6. **TRANSPORTATION.** Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.
7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as the inmate's sentence from the Contractor has not been completed, or charges remain pending in the Contractor's jurisdiction.
8. **MEDICAL CARE.**
  - A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.
  - B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's inmates housed at SFCADF.
  - C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care for Contractor's inmates at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of \$20.00 per officer, per hour, and \$ .55 per mile, to and from an appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for officers providing security

during the period of any off-site medical confinement that exceeds 24 hours.

D. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.

9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is four years unless earlier terminated pursuant to Paragraph 10 below (Termination).
10. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of \$255.00 per day beginning on the 61<sup>st</sup> day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor's inmates.
11. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.
12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within 24 hours of the transfer.
14. **RECORDS AND AUDIT.**
  - A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking records. Such records shall

be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.

15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by the parties.
16. **MERGER.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
18. **ACCESS BY CONTRACTOR.** The Contractor, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which Contractor's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.
19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.
20. **APPROPRIATIONS.** The Contractor's performance under this Agreement is contingent upon sufficient appropriations and authorizations begin made by Contractor's City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Contractor's City Council, the housing of Contractor's inmates shall terminate upon written notice given by the Contractor to the County. The Contractor's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

**IN WITNESS WHEREOF**, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by the parties.

**Contractor:**

\_\_\_\_\_  
Alan M. Webber, Mayor

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

Marcos Martinez  
Marcos Martinez (Sep 9, 2020 10:45 AM)  
\_\_\_\_\_  
Senior Assistant City Attorney

Approved for Finances:

\_\_\_\_\_  
Mary T. McCoy, Finance Director

**Santa Fe County:**

\_\_\_\_\_  
Katherine Miller, Santa Fe County Manager

Date: \_\_\_\_\_

Approved as to form:

Roberta D. Joe for G.S.S.  
\_\_\_\_\_  
Gregory S. Shaffer, Santa Fe County Attorney

Date: September 9, 2020

Finance Division:

\_\_\_\_\_  
Yvonne S. Herrera, Finance Director

Date: \_\_\_\_\_






# 2020 09 09 Inmate Confinement Agreement County City SFADF 2020

Final Audit Report

2020-09-09

Created:	2020-09-09
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOgv1aMi7zqFAOaj458RDFbkyu0C72w5Q

## "2020 09 09 Inmate Confinement Agreement County City SFAD F 2020" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2020-09-09 - 4:44:49 PM GMT - IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2020-09-09 - 4:45:36 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2020-09-09 - 4:45:48 PM GMT - IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2020-09-09 - 4:46:46 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Signed document emailed to Irene Romero (ikromero@ci.santa-fe.nm.us), acbowen@santafenm.gov and Marcos Martinez (mdmartinez@santafenm.gov)  
2020-09-09 - 4:46:46 PM GMT



Adobe Sign









# GB POLICE INMATE CONFINEMENT WITH SF COUNTY

Final Audit Report

2020-09-23

Created:	2020-09-14
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7zQUpK0kOuvijMi7AMS0UZsnqq1GsS_E

## "GB POLICE INMATE CONFINEMENT WITH SF COUNTY" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-09-14 - 11:15:27 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-09-14 - 11:19:57 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-09-22 - 3:06:32 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-09-22 - 3:08:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2020-09-22 - 3:08:03 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2020-09-23 - 2:42:53 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2020-09-23 - 2:43:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2020-09-23 - 2:43:39 PM GMT

**ACTION SHEET**  
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020**

**ISSUSE NO. 8C**

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

**COMMITTEE REVIEW:**

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 10/05/2020 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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 28, 2020

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

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Andrew Padilla, Chief of Police *(9-28-20)*

**FROM:** Ben Valdez, Deputy Chief of Police *B Valdez DC 9/28/20*

---

### ITEM AND ISSUE:

Request for the Approval of the Agreement for Inmate Confinement between the County of Santa Fe and the City of Santa Fe for the incarceration, care and maintenance of persons charged with or arrested for a crime. Term of the contract is for a period of four (4) years from the time of approval by both the City of Santa Fe and Santa Fe County. The amount varies each month by the number of inmates, day and any medical costs not covered by the detention center. The amount budgeted for FY21 is \$482,000. The estimated Total Amount for the four (4) year period is \$ 2,000,000. Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

### BACKGROUND AND SUMMARY:

The Santa Fe Police Department requires a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime. This service has been provided by the Santa Fe County Adult Detention Center and remains the most cost effective method due to the proximity to the City limits.

### PROCUREMENT METHOD:

The procurement method is Exempt per 13-1-98A – procurement of items of tangible personal property of services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978.

### CONTRACT NUMBER:

The FY21 Munis contract number is 3202180.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** General Fund/Fund 100

**Munis Org Name/Number:** Police Administration/1000310

**Munis Object Name/Number:** Detention Center/510410

### ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval.



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** September 16, 2020

**TO:** Governing Body  
Finance Committee  
Public Safety Committee

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Andrew Padilla, Chief of Police

**FROM:** Ben Valdez, Deputy Chief of Police *Ben Valdez DC 9/16/20*

**ITEM AND ISSUE:**

Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is \$ (539,662.35) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

**BACKGROUND AND SUMMARY:**

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 8 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

<b>VEHICLES</b>	<b>COSTS</b>	<b>ORG#</b>	<b>OBJ#</b>
Ford F-250 Truck (1)	\$31,127.00	2200068	570950
Ford Interceptor Utility Hybrid (7)	\$259,763.00	2230310	570950
Total costs for 8 vehicles:	<b>\$290,890.00</b>		
<b>EQUIPMENT</b>			<b>COSTS</b>
Vehicle wireless antenna, printer, driver's license reader, and accessories			<b>\$3,693.20</b>
Vehicle docking mounts, laptop docking stations			<b>\$7,814.00</b>
Panasonic Toughbooks			<b>\$38,152.00</b>
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.			<b>\$168,903.59</b>
Motorola Solutions communication and software			<b>\$17,404.56</b>
Kennel for Animal Services Truck			<b>\$12,805.00</b>
Total costs for emergency equipment, laptops and installation			<b>\$248,772.35</b>

**Total purchase cost: Vehicles, equipment and installation \$539,662.35**

*Alexis Lotero*  
Alexis Lotero (Sep 23, 2020 17:24 MDT)

### **Ford F250 Truck**

One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our communications system and OneSolution Dispatch and Records Management System.

### **Ford Police Interceptor Utility Hybrid**

Seven Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our communications system and OneSolution Dispatch and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

The base cost of the standard Interceptor Utility is \$31,345 and the base cost of the Interceptor Utility Hybrid is \$33,959; a cost difference of \$2,614. With each vehicle we are anticipating a savings of approximately \$2,695 in fuel per vehicle a year if fuel is \$2.75 a gallon. The cost difference between the Interceptor Utility Hybrid and the standard Interceptor Utility will be made up within the first year of use and our Department will benefit from a reduced fuel cost each year thereafter for the service life of the vehicle. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is \$13,475 per hybrid vehicle.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to begin transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

**PROCUREMENT METHOD:**

The procurement method is CES Contract [Chalmers Ford] #2202-31A-C103-ALL which expires on July 16, 2024.

The procurement method is the NM Statewide Price Agreement [Chalmers Ford] # 00-00000-19-00015 which expires on October 6, 2020.

The procurement method is the NM Statewide Price Agreement [Code 3 Service, LLC] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions] # 60-000-15-00008AY which expires on July 31, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of New Mexico] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 70-000-16-0014AJ which expires on November 4, 2020.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Animal Services/Fund 220  
**Munis Org Name/Number:** POL Animal Services/2200068  
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number:** Law Enforcement/Fund 223  
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310  
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number:** Law Enforcement/Fund 223  
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310  
**Munis Object Name/Number:** Inventory Exempt Equipment/572400

**Fund Name/Number:** General Fund/Fund100  
**Munis Org Name/Number:** Police Administration GF/1000310  
**Munis Object Name/Number:** Data Processing/570800

**ACTION REQUESTED:**

The Santa Fe Police Department respectfully requests your review and approval.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford, Code 3 Services, ETS, Motorola Solutions, MHQ

Procurement Title: State Price Agreement

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting: Santa Fe Police Department Staff Name: Ben Valdez, Deputy Chief of Police

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

<u>AnnaMarie Bowen</u>	<u>Fiscal Administrator</u>	<u>09/16/20</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway  
Fran Dunaway (Sep 2, 2020 17:31 MDT)

<u>Purchasing Officer (attesting that all information is reviewed)</u>	<u>Title</u>	<u>Date</u>
--	--------------	-------------

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

\*



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford

Procurement Title: CES Contract #2020-31A-C103-ALL

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting: Santa Fe Police Department Staff Name: Ben Valdez, Deputy Chief of Police

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

<u>AnnaMarie Bowen</u>	<u>Fiscal Administrator</u>	<u>09/16/20</u>
Department Rep Printed Name (attesting that all information included)	Title	Date

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

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

\*

# CHALMERS

Real Value. Real People. Real Simple.



## PROPOSAL

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

(505) 554-6447

**QUOTE TO:** City of Santa Fe  
Police Department  
Eric Sanchez

QUOTE NUMBER 073120-1  
QUOTE DATE July 31, 2020  
MEMBER PO #  
CES PO#  
TERMS Due on Receipt  
SALES REP Mike Michnuk  
SHIPPED VIA Pick UP  
F.O.B. Dealership  
PREPAID or COLLECT

**SHIPPED TO:**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>Pricing Pursuant to CES Price Agreement 2016-018-C101-ALL</b>		
1	2020 Ford F250 4x4 Regular Cab Pickup, Includes Power Windows/Locks/Doors, remote keyless entry, Tow Package, Cruise Control, AT tires, Cloth 40/20/40 Bench Seat, 6.2L Gas Engine, 6-Speed Auto Trans, E-Locker rear Axle, Running Boards, Bed Delete, Retain rear bumper, Back up camera	38,705.00	\$38,705.00
1	CES Discount (21%)	(8,463.00)	(\$8,463.00)
1	Ford Motor Company Destination and Delivery	1,595.00	\$1,595.00
1	Options Discount	(1,200.00)	(1,200.00)
1	Spot Light 6-inch	490.00	490.00
		SUBTOTAL	31,127.00
		TAX	0.00
		FREIGHT	
			\$31,127.00
			PAY THIS AMOUNT

*Proposal Valid for 30 Days*

**DIRECT ALL INQUIRIES TO:**

Mike Michnuk  
(505) 554-6447

email: mmichnuk@chalmersford.com



## Contract Award Letter

July 17, 2020

Thomas M. Cullen  
Chalmers Ford  
2500 Rio Rancho Dr SE  
Rio Rancho, NM87124

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

---

CES RFP 2020-31A for CES Contract # 2020-31A-C103-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

***It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.***

Sincerely Yours,

Cooperative Educational Services

A handwritten signature in dark ink, appearing to read "David Chavez", is written over a light blue horizontal line.

David Chavez  
Executive Director  
Ofc: 505.344.5470  
Fax: 505.344.9343

3/2/2020

**2020MY SUPER DUTY F-250 (PICKUP SRW)  
PRICE LIST  
(PRICE LEVEL CODE 040)**

**PROPRIETARY**

	MODEL		SERIES CODE	BASE VEHICLE PRICE		SUGGESTED RETAIL	
<b>A L L  M O D E L S</b>	<b>REGULAR CAB</b>	4x2	F2A	142 in. Wheelbase - XL		\$ 34,035	
			F2A	142 in. Wheelbase - XLT		38,815	
	<b>SUPERCAB</b>	4x4	F2B	142 in. Wheelbase - XL		36,825	
			F2B	142 in. Wheelbase - XLT		41,615	
			X2A	148 in. Wheelbase - XL		36,370	
			X2A	148 in. Wheelbase - XLT		41,480	
			X2A	148 in. Wheelbase - Lariat		46,930	
			X2A	164 in. Wheelbase - XL		36,570	
		4x2	X2A	164 in. Wheelbase - XLT		41,680	
			X2A	164 in. Wheelbase - Lariat		47,130	
			X2B	148 in. Wheelbase - XL		39,160	
			X2B	148 in. Wheelbase - XLT		44,285	
			X2B	148 in. Wheelbase - Lariat		50,115	
			X2B	164 in. Wheelbase - XL		39,370	
			X2B	164 in. Wheelbase - XLT		44,485	
			X2B	164 in. Wheelbase - Lariat		50,320	
	<b>CREW CAB</b>	4x2	W2A	160 in. Wheelbase - XL		37,625	
			W2A	160 in. Wheelbase - XLT		43,310	
			W2A	160 in. Wheelbase - Lariat		49,260	
			W2A	160 in. Wheelbase - King Ranch		57,835	
			W2A	176 in. Wheelbase - XL		37,825	
			W2A	176 in. Wheelbase - XLT		43,510	
			W2A	176 in. Wheelbase - Lariat		49,460	
			W2A	176 in. Wheelbase - King Ranch		58,030	
			4x4	W2B	160 in. Wheelbase - XL		40,425
				W2B	160 in. Wheelbase - XLT		46,105
		W2B		160 in. Wheelbase - Lariat		52,445	
		W2B		160 in. Wheelbase - King Ranch		61,025	
		W2B		176 in. Wheelbase - XL		40,635	
		W2B		176 in. Wheelbase - XLT		46,310	
		W2B		176 in. Wheelbase - Lariat		52,650	
		W2B		176 in. Wheelbase - King Ranch		61,225	
		W2B		160 in. Wheelbase - Platinum		66,225	
W2B		176 in. Wheelbase - Platinum			66,425		
			W2B	160 in. Wheelbase - Limited		83,930	
			W2B	176 in. Wheelbase - Limited		84,130	
<b>ALL MODELS</b>		—	Destination and Delivery		1,695		

	DRIVE	OPTION CODE	POWERTRAINS		SUGGESTED RETAIL
<b>ENGINE</b>	4x2/4x4	99T	6.7L Powerstroke Diesel V-8		\$ 10,495
		99N	7.3L Engine Option on F250 Pick-up		2,045
<b>AXLE</b>	4x2/4x4	X3H	Axle, Electronic-Locking (Ratio 3.31)		390
		X3J	Axle, Electronic-Locking (Ratio 3.55)		390
			Axle, Electronic-Locking (Ratio 3.55) W/ 17Y		N/C
		X3E	Axle, Electronic-Locking (Ratio 3.73)		390
		X4M	Axle, Electronic-Locking (Ratio 4.30)		390
			Axle, Electronic-Locking (Ratio 4.30) W/ 17Y		N/C
		X35	Axle, Non Limited-Slip (Ratio 3.55)		N/C

MODEL		OPTION CODE	TIRES		SUGGESTED RETAIL
		642	Wheels, 20 Inch Premium Polished		\$ 1,420
		643	Wheels, 20 Inch Premium Polished		1,420
		649	Wheels, 20 Inch Chrome PVD		1,340
<b>REGULAR/ SUPER/CREW CAB</b>	4x2/4x4	TBM	LT245/75Rx17E BSW AT (XL)		165
		TCD	LT265/70Rx17E OWL AT (XL/XLT)		455
		TCH	LT275/65Rx18E BSW AS		N/C
		TDX	LT275/70Rx18E BSW AT		265
		TDU	LT275/70Rx18E OWL AT		290
		TCW	LT275/65Rx20E OWL AT		N/C
		TD8	LT245/75Rx17E BSW A/S PLUS		N/C
<b>REGULAR/ SUPER/CREW CHASSIS CAB</b>	4x2/4x4	512	Spare Tire and Wheel (with Box Delete)		295
		64U	Wheels, 20 Inch Polished Aluminum w/ 535		N/C

3/2/2020

**2020MY SUPER DUTY F-250 (PICKUP SRW)  
PRICE LIST  
(PRICE LEVEL CODE 040)**

**PROPRIETARY**

MODEL	TRIM SERIES	TRIM TYPE	SEATS	SUGGESTED RETAIL
	XL	L	Vinyl High Back Bucket	\$ 355
REGULAR CAB	XL	1	Cloth 40/20/40 Split Bench - Regular (XL Only)	100
		4	Cloth High Back Bucket (Regular Cab)	515
SUPER CAB	XL	4	Cloth High Back Bucket (Super Cab)	515
CREW CAB	XL	4	Cloth High Back Bucket (Crew Cab)	615
		1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	315
SUPER CAB	XL	1	Cloth 40/20/40 Split Bench - Super Cab (XL Only)	100
SUPER CAB/CREW CAB	XLT	2	Cloth Luxury Captains Chairs w/ Console	945
		17L	Cloth Luxury Captains Chairs w/ Console w/17P Lariat Sport Appearance Package	300
	Lariat	6	Leather 40/20/40 Split Bench (Lariat Monotone)	4,295
CREW CAB	Lariat	90R	Heated Rear Seats	N/C
				300

	OPTION CODE	OTHER OPTIONS	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	62M	Adjustable Gas and Brake Pedals (Lariat)	N/C
	18B	Cab Steps (w/ Regular Cab XL)	\$ 320
		Cab Steps (w/ Super/Crew Cab XL)	445
	18C	6 inch Cab Steps, Chrome Angular (XL/XLT/Lariat, SC, CC)	695
	471	Camper Package	160
	166	Carpet Delete (XLT/Lar)	(50)
		Carpet Delete (XL)	N/C
	16S	All-Weather Floor Mats (SC/CC)	135
		All-Weather Floor Mats (RC)	90
	592	Clearance Lights, Roof	95
	18C	6 Inch Cab Steps, Chrome Angular (KR)	N/C
	41H	Heater, Engine Block	100
	54F	Mirrors, PowerScope® Power Glass T-Tow (XLT)	280
	54K	Manual Telescoping Trailer Tow Mirrors (XL w/ 90L)	N/C
	17C	Chrome Package	1,125
		Chrome Package w/ XLT	N/C
	96M	King Ranch Monochromatic Paint Package	N/C
	17X	4X4 Off-Road Package	400
	85D	Universal Garage Door Opener	125
	66S	Upfitter Switches (6)	165
	954	Paint, Lower Accent Two-Tone (Lariat)	470
		Paint, Lower Accent Two-Tone (King Ranch)	N/C
	76R	Reverse Sensing System (XLT)	295
	85D	Universal Garage Door Opener (KR/PL/LTD)	N/C
	41P	Skid Plate Package	100
	473	Snow Plow Package	250
	525	Cruise Control (XLT/Lar/KR/PL)	N/C
	67H	Suspension Package, Heavy Service	125
	52B	TowCommand™ Integrated Trailer Brake Controller	270
	62R	Transmission Power Take-Off Provision	280
	435	Window, Power Sliding Rear	405
	43B	Heated Backlight/Rear Window Defrost (Included w/ 435 only)	N/C
	85G	Tailgate Step	375
	41A	Rapid-Heat Supplemental Cab Heater	250
	86A	Engine Idle Shutdown - 5 Minutes	250
	86B	Engine Idle Shutdown - 10 Minutes	250
	86C	Engine Idle Shutdown - 15 Minutes	250
	86D	Engine Idle Shutdown - 20 Minutes	250
	98R	Operator Commanded Regeneration (OCR)	250
	85S	Tough Bed® Spray-in bedliner	595
85L	Drop-in Bedliner	350	
61M	Wheel Well Liner	180	
	Wheel Well Liner (KR/Plat/Ltd)	N/C	
96L	Lariat Interior Package	710	
96U	Lariat Ultimate Package	3,495	
65A	Individual Trailer TPMS	500	
535	Trailer Tow Package - High Capacity	1,130	
76S	Remote Start System	250	
	Remote Start System (w/Lariat Ultimate/Value)	N/C	
85M	Bed Mat - - Dealer Installed Accessory	150	
98F	CNG/Propane Gaseous Engine Prep Package (w/6.2L only)	315	
61S	Splash Guards/Mud Flaps (Front & Rear)	130	
62S	Splash Guards/Mud Flaps (Rear)	N/C	
68D	10K GVWR Package	N/C	
15J	Gooseneck Hitch Kit	250	

3/2/2020

**2020MY SUPER DUTY F-250 (PICKUP SRW)  
PRICE LIST  
(PRICE LEVEL CODE 040)**

PROPRIETARY

	OPTION CODE	OTHER OPTIONS (continued)	SUGGESTED RETAIL
<b>AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED</b>	15L	5th Wheel Hitch Kit (18K)	1,095
	53W	5th Wheel/Gooseneck Hitch Prep Package	\$ 500
	76C	Exterior Back-up Chime	140
	96V	XL Value Package	395
	61L	Front Wheel Well Liners	180
	61N	Front & Rear Wheel Well Liners	325
	17V	XLT Value Package (Super & Crew Cabs)	1,600
	17P	XLT Premium Package	3,025
	17V	XLT Value Package (Regular Cab)	1,460
	87H	Hood Deflector - Black Molded	130
	66D	Pickup Box Delete (XL/XLT w/ 8 ft. Box only)	(625)
	90L	Power Equip Group on XL (Reg & Super Cabs)	915
		Power Equip Group on XL (Crew Cabs)	1,125
		Power Equip Group (XLT/Lar)	N/C
	873	CHMSL Camera (w/ 4.2 or 8 screen)	200
	527	Adaptive Cruise Control	740
	96K	KR Ultimate Package	3,350
	43C	110V/400W Outlet	175
		110V/400W Outlet with 882	N/C
		110V/400W Outlet with 913	N/C
	60B	BLIS w/ Cross-Traffic Alert	540
	60C	Audible Lane Departure Warning	115
	66L	Box Rail Lighting, LED Lighting system	60
		Box Rail Lighting, LED Lighting system (KR/PL/LTD)	N/C
	66B	Box Link Cleats - Locking (XL)	75
		Box Link Cleats - Locking (XLT/Lar/KR/PL)	N/C
	18D	Extended Running Boards	740
		Extended Running Boards (w/ 17C)	440
	43V	Panoramic Moonroof	1,495
	18E	Power Running Boards (KR & LAR)	995
	65B	Trailer Camera (optional w/ 4.2 or 8 screen)	375
	43B	Defrost w/ Fixed & Privacy Glass	60
	67E	Extra-Extra Heavy Duty Alternator	85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (XL & XLT)	85
		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B (LAR, KR, PLT)	N/C
	59Q	LED Lighting Pkg - Headlamps / Tailamps / Foglamps / Signature	1,180
	86M	Dual Batteries (78 Amp.) req. 6.2L or 7.3L Gas	210
	16P	Premium Vinyl Flooring - KR/PL/LTD	115
	52R	Bed Ramps	695
	17S	STX	1,825
16F	Carpet Flooring w/ STX	60	
653	Trailer Camera & TPMS	725	
47B	SNOWPLOW/CAMPER PACKAGE	245	
913	SYNC 3	450	
	SYNC 3 (XLT/Lar/KR/PL)	N/C	
67B	Dual Extra Heavy-Duty Alternator	115	
	Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B	115	
	Dual Extra Heavy-Duty Alternator w/ 41A	N/C	
39S	SiriusXM® Satellite Radio	185	
60A	Adaptive Steering	1,000	
872	Rear View Camera & Prep Kit (with P/U Box Delete)	415	
94W	Wheel Locks	75	
18D	Extended Running Boards (w/ 17P)	440	
924	Privacy Glass (Regular Cab w/43B)	N/C	
	Privacy Glass	30	
60A	Adaptive Steering (Platinum / Limited)	N/C	
21X	Vehicle Safe by Console Vault	330	
62X	Aluminum Tool/Cargo Box by Weather Guard	575	
62Y	Premium Aluminum Tool/Cargo Box by Weather Guard	790	
17Y	Tremor Package (FX4 Max)	3,975	
	Tremor Discount (17Y w/ 535 or 53Q)	\$ (570)	
	Tremor Discount (17Y w/ 17C or 17P)	(570)	
	Tremor Discount (17Y w/ 96K)	(570)	
	Tremor Discount (17Y w/ 96U)	(570)	
96F	Fleet Driver Assistance Package	995	
53Q	F250 Trailer Tow Package w/ PTBA (XL - Lariat)	2,730	
	F250 Trailer Tow Package w/ PTBA (King Ranch- Limited)	1,130	
94P	Pre-Collision Assist (AEB)	115	
60W	Heated Wiper Park -- Pickup	165	

3/2/2020

**2020MY SUPER DUTY F-250 (PICKUP SRW)  
PRICE LIST  
(PRICE LEVEL CODE 040)**

**PROPRIETARY**

	OPTION CODE	OTHER OPTIONS (continued)	SUGGESTED RETAIL
	595	Halogen Fog Lamps	130
	53R	Ultimate Trailer Tow w/ PTBA	1,600
	21D	Tonneau Pickup Box Cover - Soft Folding	525
	21E	Tonneau Pickup Box Cover - Hard Folding	995
	21J	Tonneau Pickup Box Cover - Retractable	1,695
<b>AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED</b>	PD4	Paint, Rapid Red Metallic Tinted Clearcoat	395
	PAZ	Paint, Star White Metallic Tri-Coat	595
	21N	<b>AUDIO</b> Navigation System Navigation System w/96U	570 N/C
	OPTION CODE	FLEET OPTIONS	SUGGESTED RETAIL
<b>AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED</b>	62M	Adjustable Gas and Brake Pedals (Fleet XLT)	\$ 120
	18B	Cab Steps (w/ Regular Cab XLT)	320
		Cab Steps (w/ Super/Crew Cab XLT)	445
	51X	Spare Tire Delete (XL Fleet Only)	(85)
	76R	Reverse Sensing System (XL Fleet Only)	245
	47C	Fleet Commercial Graphics (Up to 6 Sq Ft)	250
	47D	Fleet Commercial Graphics (Up to 12 Sq Ft)	315
	47E	Fleet Commercial Graphics (Up to 20 Sq Ft)	425
	525	Cruise Control	235
	926	Customizable Speed Limit (65 mph)	80
	927	Customizable Speed Limit (75 mph)	80
	17F	XL Décor Package (ordered w/o option 96V)	220
	91S	LED Warning Strobes - Amber	675
	91G	LED Warning Strobes - White	725
	63R	Suspension Package, Heavy Service w/66D	125
	942	Daytime Running Lamps (Fleet only)	45
	18A	Upfitter Interface Module	295
	PGR	Paint, Green (Fleet Only)	660
	PW6	Paint, Green Gem (Fleet Only)	660
	PMB	Paint, Orange (Fleet Only)	660
	PBY	Paint, School Bus Yellow (Fleet Only)	660
	PE4	Paint, Vermillion Red (Fleet Only)	660
	PAT	Paint, Yellow (Fleet Only)	660

# CHALMERS

Real Value. Real People. Real Simple.



## PROPOSAL

2500 Rio Rancho Blvd  
Rio Rancho, NM 87124

(505) 554-6447

**QUOTE TO:** City of Santa Fe  
Police Department  
Eric Sanchez

**QUOTE NUMBER** 081720-3  
**QUOTE DATE** August 17, 2020  
**MEMBER PO #.**  
**CES PO#**  
**TERMS** Due on Receipt  
**SALES REP** Mike Michnuk  
**SHIPPED VIA** Pick UP  
**F.O.B.** Dealership  
**PREPAID or COLLECT**

**SHIPPED TO:**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: <b>00-00000-19-00015</b>		
7	<b>Item #6 Sports Utility Vehicle (SUV), Hybrid (HEV)</b> (Police Pursuit Rated) Ford Explorer	33,959.00	\$237,713.00
	<b>Item #6 Options:</b>		
7	Aux air conditioning, rear	810.00	\$5,670.00
7	Bluetooth / Handsfree	INC	INC
7	Front Headlamp Housing	130.00	\$910.00
7	Hidden door-lock plunger w/rear-door handles inoperable	250.00	\$1,750.00
7	Remote Keyless - entry key fob	410.00	\$2,870.00
7	Spot light LED	590.00	\$4,130.00
7	Tail Light housing only	150.00	\$1,050.00
7	Police Engine Idle Feature	250.00	1,750.00
7	Reverse Sensing	350.00	2,450.00
7	Dark Car Feature	50.00	350.00
7	Tint Front window to match	160.00	1,120.00
		<b>SUBTOTAL</b>	<b>259,763.00</b>
		<b>TAX</b>	<b>0.00</b>
		<b>FREIGHT</b>	
<i>Proposal Valid for 30 Days</i>			<b>\$259,763.00</b>
			<b>PAY THIS AMOUNT</b>

**DIRECT ALL INQUIRIES TO:**  
Mike Michnuk  
(505) 554-6447

email: mmichnuk@chalmersford.com



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**6 Vendors**

Price Agreement Number: **00-00000-19-00015**

Price Agreement Amendment No.: **One**

Term: **October 7, 2019 – October 6, 2020**

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **Amber Sanchez**

Telephone No.: **(505) 827-0554**

Email: **Amber.Sanchez2@state.nm.us**

**Invoice:**  
**As Requested at time of order**

**Title: Alternative Vehicles, Electric and Hybrid**

**This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.**

**This amendment is issued to reflect the following effective immediately:**

**Delete Items 4 and 5 as they were inadvertently awarded.**

**Change Item 3 From: B. Battery Upgrade, for longer range (deduct)  
To: B. Battery Upgrade, for longer range (add)**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 10/7/19

*AM*



State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Vendor**  
**6 Vendors (See page 6)**

Price Agreement Number: 00-00000-19-00015

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: Amber Sanchez *AS*

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

**Invoice:**  
**As Requested**

Title: **Alternative Vehicles, Electric and Hybrid**

Term: **October 7, 2019 thru October 6, 2020**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 10/4/2019

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 00-00000-19-00015

Item	Approx. Qty.	Unit	Article and Description	Don Chalmers Ford (AB)	Phil Long Ford of Raton, LLC (AE)
006	60	Each	Sports Utility Vehicle (SUV), Hybrid (HEV), Four (4) door, Rear Wheel Drive		
			Base Cost, Per Unit, FOB Dealers Place of Business	<u>\$33,959.00</u>	<u>\$43,638.00</u>
			Net Cost, Per Unit, FOB, Santa Fe, NM	<u>\$33,959.00</u>	<u>\$43,638.00</u>
			Model	Police Intereceptor Hybrid Utility	Explorer Limited Hybrid
			Make/Wheel base	Ford/ 119.1	Ford/ 119
			Engine/HP/Torque	3.3L/ 318/ 322	3.3L Hybrid/ 285/ 260
			MPG: City/HWY	24/23	23/26

**Minimum Specifications:**

- Air bag: Dual
- Air conditioning: Factory installed (CFC-Free)
- Back-up Camera
- Bluetooth/Hands Free
- Brakes: Manufacturer standard
- Color-exterior: Factory std., to be determined by agency
- Cruise control & tilt wheel
- Defogger, electric: rear window, factory installed
- Door Locks: Power
- Engine: 3.3L Hybrid
- Floor mats: Factory
- Glass: Factory standard tint all around
- Keys: Three (3) ignition keys total, two (2) of which must be fobs
- Mirrors: Outside right/left mounted below eye level. Inside non-glare day/night
- Radio: Factory Standard
- Steering: Power
- Tires: Factory standard
- Transmission: Automatic
- Trim-interior: Color coordinated with exterior, cloth seats
- Wheelbase: One hundred nineteen (119) inches
- Windows: Power

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 00-00000-19-00015

<u>Item 6 Options:</u>		Don Chalmers Ford (AB)	Phil Long Ford of Raton, LLC (AE)
A. Auto-dimming Rearview Mirror	(add)	N/A	N/A
B. Bluetooth/Hands Free	(deduct)	N/A	N/A
C. Premium Radio	(add)	N/A	Included
D. Keys, additional	(add)	\$200.00	\$350.00
E. Key, remote	(add)	\$400.00	\$350.00
F. Mileage charge for one way delivery of vehicle to areas other than Santa Fe, NM	\$ per mile	\$1.75/ mile	\$2.00
G. Navigation package	(add)	N/A	Included
H. Remote Start	(add)	N/A	Included
I. Service package(s)	(add)	\$2,630.00 5 year/ 100,000 mile, Premium Maintenance	N/A
J. Tint – Window: Darker than factory standard, must adhere to state law	(add)	\$395.00	\$199.00
K. Warranty, factory, 8 year- 80,000 mile, zero dollar (0) deductible	(add)	\$2,950.00	N/A
L. Wheel locks	(add)	\$150.00	\$100.00
M. Rear Air	(add)	\$810.00	
N. Dark Car Feature	(add)	\$50.00	
O. Spotlight LED	(add)	\$590.00	
P. Remote Keyless Entry	(add)	\$410.00	
Q. BLIS- Blind Spot	(add)	\$745.00	
R. Reverse Sensing	(add)	\$350.00	
S. 4WD in Lieu of 2WD	(add)		\$2,500.00
T. Base Model w/2.5L EcoBoost	(deduct)		\$14,000.00
U. Engine: Other	(deduct)		\$500.00 3.3L Requires M&N
V. Police Interceptor Hybrid AWD	(deduct)		\$7,500.00
W. Police Option Package, Requires Option V	(add)		2,000.00
X. Police 3.0L EcoBoost V6 Engine, Requires Option V	(add)	\$2,200.00	\$750.00
Y. Police 3.3LV6 Engine, Requires Option V	(deduct)	\$1,500.00	\$3,000.00
Z. Unmarked Build	(add)		\$12,900.00
AA. Patrol Build Less Radios	(add)		\$17,800.00
BB. Premium Patrol Build Including Radios	(add)		\$23,000.00
CC. K9 Package	(add)		\$22,900.00
DD. Graphics Package	(add)		\$800.00
EE. Amber Safety Lighting Package	(add)		\$2,900.00

\*\*\*6 Awarded Items Total\*\*\*



# PROPOSAL

Santa Fe Police Department  
Attention: Eric I. Sanchez  
2515 Camino Entrada  
SANTA FE NM 87507  
USA

**Date**  
Aug 18, 2020  
**Expiry**  
Dec 18, 2020  
**Quote Number**  
20205595v2  
**Reference**  
SFPD Qty. 8 Brother Mobile  
Solutions

CODE 3 SERVICE, LLC  
2323 Aztec Rd NE - STE A  
Albuquerque, NM 87107  
ABQ (505) 407-2310  
Taos (575) 737-8884  
Roswell (575) 363-3135

Item	Description	Quantity	Unit Price	Amount USD
ETS PJ722	BROTHER MOBILE SOLUTIONS: PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies) MSRP: \$384 *NM State Contract Cost is 5% off: \$364.80	8.00	327.31	2,618.48
ETS LB3602	BROTHER MOBILE SOLUTIONS: USB Cable - 6 foot length MSRP: \$14.00 *NM State Contract Cost is 5% off: \$13.30	8.00	12.99	103.92
ETS LB3692	BROTHER MOBILE SOLUTIONS : PocketJet 3, 3 Plus, 6, 6 Plus, RuggedJet 4030, 4040 Car Adapter - Wired - 14 Foot Length MSRP: \$24.10 *NM State Contract Cost is 5% off: \$22.90	8.00	22.90	183.20
ETS LBX028	BROTHER MOBILE SOLUTIONS : In-Vehicle Mount / used with roll paper for PocketJet 7 series and PocketJet 6 units, replaces LB3810 EXCEPT FOR PJ673 MSRP: \$110.00 *NM State Contract Cost is 5% off: \$104.50	8.00	98.45	787.60
			Subtotal	3,693.20
			TOTAL TAX	0.00
			<b>TOTAL USD</b>	<b>3,693.20</b>

## Terms

New Mexico State Contract  
60-000-15-00032AD - Police Vehicle Equipment

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All Proposals are good for 90 days unless otherwise dated. We reserve the right to cancel a proposal at anytime. Shipping and handling chargers maybe added to final invoice.



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
13 Vendors

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Eight

Term: March 21, 2016 – March 22, 2021

**Ship To:**  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

**Invoice:**  
As Requested at time of order

**Title: Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2020 to March 21, 2021 at the same price, terms and conditions, for the exception of (AK) New Mexico Emergency Products, LLC, Item 4 (Hourly Labor Rate for Installation and Repairs):

<b>From: \$65.00</b>	<b>To: \$75.00</b>
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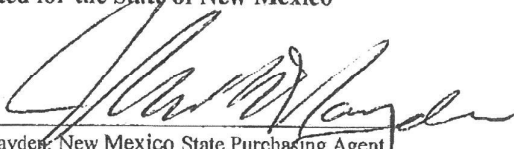
This amendment is also issued to reflect the following effective immediately:

Vendor (AJ) changing the following:

From:	To:
0000010378 L3 Mobile-Vision, Inc. 400 Commons Way, Suite F Rockaway, NJ 07866 (800) 336-8475 Ryan Hourihan ryan.hourihan@L3T.com	0000010378 SF Mobile-Vision, Inc. dba COBAN Technologies, Inc./ Safe Fleet Law Enforcement 11375 W. Sam Houston Parkway South, Suite 800 Houston, TX 77031 (281) 925-0488 William Chaing wchaing@safefleet.net

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

  
Mark Hayden, New Mexico State Purchasing Agent

Date: 3/20/20

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

*AM*



ENCHANTED  
TECHNOLOGY  
SOLUTIONS, LLC

# Quote

Santa Fe Police Department  
2515 Camino Entrada  
SANTA FE NM 87507

**Date**  
Aug 18, 2020

**Expiry**  
Dec 18, 2020

**Quote Number**  
QU-200148

**Reference**  
SFPD TB33 Docks Qty. 8

Enchanted Technology  
Solutions  
P.O. Box 29374  
Santa Fe, NM 87592  
Contact: Jeff Gallegos  
(505) 946-8219  
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
GJ-33-LVD0	Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately). MSRP: \$1536 *NM State NASPO Contract Cost: \$1,367.04	8.00	799.00	6,392.00
7110-1214	Screen Support for Panasonic CF-33 Laptop Docking Station MSRP: \$48 *NM State NASPO Contract Cost: \$42.72	8.00	39.00	312.00
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1 MSRP: \$144.95 *NM State NASPO Contract Cost: \$129.01	8.00	129.00	1,032.00
CF-LNDBRK120	Lind Mounting Bracket for CF-LNDDC120 (Mfg No: ASMTL-00332) MSRP: \$10.95 *NM State NASPO Contract Cost: \$9.75	8.00	9.75	78.00
			Subtotal	7,814.00
			<b>TOTAL USD</b>	<b>7,814.00</b>

## Terms

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These items are being quoted under the NASPO contracts as follows:  
NASPO NM Agreement #60-000-15-00008AY  
NASPO Valuepoint Master Agreement #MNWNC-124  
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at [jeffg@ets.us.com](mailto:jeffg@ets.us.com). If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.



ENCHANTED  
TECHNOLOGY  
SOLUTIONS, LLC

# Quote

Santa Fe Police Department  
2515 Camino Entrada  
SANTA FE NM 87507

**Date**  
Aug 18, 2020  
**Expiry**  
Dec 18, 2020  
**Quote Number**  
QU-200140v2  
**Reference**  
SFPD Toughbook 33 Qty. 8

Enchanted Technology  
Solutions  
P.O. Box 29374  
Santa Fe, NM 87592  
Contact: Jeff Gallegos  
(505) 946-8219  
jeffg@ets.us.com

Item	Description	Quantity	Unit Price	Amount USD
CF-33LE-35VM	PANASONIC TOUGHBOOK 33 Public Sector Specific, WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0" QHD Gloved Multi TOUCH+DIGITIZER, 16GB, 512GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, Bluetooth, Dual Pass (UPPER:WWAN/LOWER:DGPS), 4G LTE Multi Carrier (EM7511), DGPS, HELLO WEBCAM, 8MP CAM, Fingerprint, 2D BAR LASER (N6603), Toughbook Preferred, Flat, CF-SVCPDEP3Y - Toughbook Toughpad Premier Deployment - includes Imaging, Customer Portal Access, Multilocation on shipping and disk image management at the Panasonic National Service Center - YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGH PAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2, 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (YEARS 1, 2, 3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDP12B - absolute resilience - 12 month term - PANASONIC PS BUNDLE SLED CUSTOMER ONLY. MSRP: \$6,344 *NM State NASPO Contract Cost: \$5,582.72	8.00	3,999.00	31,992.00
CF-VEK331LMP	Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI. See Price file for full description. MSRP: \$670 *NM State NASPO Contract Cost:: \$596.30	8.00	475.00	3,800.00
FZ-SVCTPEXT2Y	Extended Warranty - Tablet PC (Years 4 &5) Models supported: CF-33, FZ-M1, FZ-A2, FZ-B2, FZ-G1, FZ-Q2 MSRP: \$295 *NM State Contract NASPO Contract Cost: \$295	8.00	295.00	2,360.00

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Subtotal	38,152.00
<hr/>	
TOTAL USD	38,152.00
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## Terms

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These items are being quoted under the NASPO contracts as follows:  
NASPO NM Agreement #60-000-15-00008AY  
NASPO Valuepoint Master Agreement #MNWNC-124  
The PO must reference both contract numbers on your purchase order.

We reserve the right to cancel or withdraw any quote at any time for any reason. All quotes are good for 45 days from the date given unless otherwise listed. Payment is due in full before items will be shipped unless you have an active account.

The pricing and services quoted represent ETS's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

Purchase orders may be emailed directly to Jeff Gallegos at [jeffg@ets.us.com](mailto:jeffg@ets.us.com). If you have any problems receiving or reading this quote, or if you have any questions, please call Jeff Gallegos at (505) 946-8219.





**STATE OF MINNESOTA**  
**Materials Management Division**  
**112 Administration Building**  
**50 Sherburne Avenue**  
**St. Paul, MN 55155**  
**Voice: 651.296.2600**  
**Fax: 651.297.3996**



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**  
**WITH**  
**PANASONIC**  
**FOR**

**COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)**

To: Panasonic System Communications  
 Company of North America  
 Two Riverfront plaza, 6th floor  
 Newark NJ. 07102

Contract Vendor Administrator:  
 Michelle Chapin  
 Email:  
[michelle.chapin@us.panasonic.com](mailto:michelle.chapin@us.panasonic.com)  
 Phone: 973.303.7787

CONTRACT NO: MNWNC-124

CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later

Through March 31, 2017

EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WCSA-NASPO Master Agreement; 2. Minnesota WCSA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. PANASONIC**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Donald W. Szczepaniak*

Signature  
 Donald W. Szczepaniak  
 Printed Name

Title: Vice President

Date: 3/8/15

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Jee Kohree*

Title: Master Agreement Administrator

Date: 3/12/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed

Date: \_\_\_\_\_

MAR 12 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT  
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**SUMMARY**

- BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 2: Laptop      Band 3: Tablet

The original solicitation included Band 8: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

- EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505

<b>Ship To</b>
City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...
Item	MFG	Description	Qty	Price	Total
ENFLBS1254 EMPS2STS2A	Sound Off Sound Off	<b>**Parts Sale Only**</b> Customer: Eric Sanchez Phone: 505-955-5036 Email Address: iesanchez@ci.santa-fe.nm.us <b>***QTY 1 FORD F-250 ANIMAL CONTROLS***</b> State Contract# 60-000-15-00032 54" nForce SoundOff Lightbar Dual Color mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Amber Grille Lights	1 1	1,730.21 100.20	1,730.21 100.20
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue Grille Lights	1	100.20	100.20
EMPS2STS4M	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Blue/Amber * Rear Lights *	4	117.60	470.40
EL3D08A0LA-24	Sound Off	Sound Off Signal UltraLITE™ 8 Module Exterior LED Lightbar, 10-30v, Universal L-Brackets & 50 ft cable - Amber	1	492.00	492.00
425-6010 425-6077	Jotto Jotto	9 Inch Police Equipment Console - Short Stack SW300/400 Faceplate	1 1	136.24 0.00	136.24 0.00
			<b>Subtotal</b>		
			<b>Sales Tax (7.5%)</b>		
			<b>Total</b>		

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505

<b>Ship To</b>
City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...
Item	MFG	Description	Qty	Price	Total
425-6095	Jotto	Arrow Stick Controller ETS	1	0.00	0.00
425-6295		WDA S01 Faceplate			
		XTL5000 O5 (REMOTE, HEAD)/APX 7500 O5, HEAD/APX6500/4500	1	0.00	0.00
SW300-B	Federal Signal	(REMOTE HEAD) Faceplate			
		6-Switch Box with Bail bracket auxiliary Fuctions	1	130.35	130.35
ETSWDAS01	Sound Off	Directional Arrow Switch (DAS) - 10-30v, compatible with APEX, Pinnacle (EPL9000	1	94.80	94.80
C-HDM-203	Havis	12" Heavy Duty Telescoping Pole, Short Handle	1	124.22	124.22
C-HDM-401	Havis	Heavy Duty Stability Side Support Arm, Mounts To OEM Frame Under Passenger Glove Box Door	1	47.78	47.78
C-HDM-185	Havis	Heavy Duty Vehicle Mount for 2017-2018 F-250, 350, 450 Pickup and F-450 and 550 Cab Chassis, 2018 Ford Expedition & 2015-2018 Ford F-150	1	84.78	84.78
C-MD-112	Havis	New Design Swing Arm WITH Motion Adapter.	1	231.45	231.45
C-ADP-101	Havis	Universal Adapter Plate	1	34.02	34.02
2-1414939-2	Tyco	Super Relay - Automotive 12V - 120A	1	43.31	43.31
7170-0683-00	Gamber Johnson	Panasonic Toughbook 33 Laptop Docking Station NO RF with LIND Auto Power Adapter		1,336.80	1,336.80
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	1	345.51	345.51
LB3692	Brother	Power cable red/black Brother Car Adapter 14ft.	1	21.69	21.69
14332	Gamber Johnson	USB Cable for Brother PocketJet Printers	1	10.50	10.50
MA3-0900600-NNA-3Y...	Cradlepoint	Cradle Point 3 Year Service	1	1,070.97	1,070.97
				<b>Subtotal</b>	
				<b>Sales Tax (7.5%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/31/2020	10103
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department 2515 Camino Entrada Santa Fe, NM 87505

<b>Ship To</b>
City of Santa Fe P.D. ATTN: ITT Tech Center 301 Montezuma Santa Fe, NM 87504

Rep	Phone	Fax	Email	Visit our Website	Project
GT	(505) 821-0667	(505) 821-3530	gtrujillo@mhqwest.com	www.mhqwest.com	2018 Ford Animal C...
Item	MFG	Description	Qty	Price	Total
SHOP SUPPLIES LV1	MHQ of New ...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	1	95.00	95.00
DVM800 5 year warranty	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*. Includes View Link	1	4,795.00	4,795.00
Labor NM	MHQ of New ...	Installation Labor with customer supplied kennel insert	25	80.00	2,000.00T
GRAPHICS LEVEL 4	MHQ Graphics	Graphics price made from materials	1	619.98	619.98
Labor GR	MHQ Graphics	Graphics Installation	7	72.00	504.00T
Shipping		Shipping	1	75.00	75.00
<b>Subtotal</b>					\$14,694.41
<b>Sales Tax (7.5%)</b>					\$187.80
<b>Total</b>					\$14,882.21

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility I.T...
Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		<b>**Parts Sale Only**</b> Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY X2 Slicktop 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00
ENFWV	SoundOff Si...	Soundoff Split Visor Bar R/W B/W	2	847.50	1,695.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White <b>*** Front Side Fender Lights ***</b>	4	130.20	520.80
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker	2	565.80	1,131.60
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White <b>*** Front Push Bumper Lights ***</b>	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White <b>*** Front Push Bumper Lights ***</b>	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White <b>*** Side Push Bumper Driver light ***</b>	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	SoundOff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope. 12" Level	2	382.50	765.00
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...
Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	360.00	720.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	2	156.00	312.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	2	367.20	734.40
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	2	812.85	1,625.70
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	2	138.48	276.96
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	2	1,087.205	2,174.41
EMPS2STS2B	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount. 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...
Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount. 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	SoundOff Si...	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL CH27.1.20	Sound Off S... 911 Circuits	Flashback Tail Flasher Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP \$1050.00 State Contract 20% = \$840.00	2 2	54.60 840.00	109.20 1,680.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	4,795.00	9,590.00
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	1	2,495.00	2,495.00
35-20045	Westin	2020 Ford Utility Front Defender Partition MSRP \$1292.45 State Contract 20% off = \$1033.96	1	1,033.96	1,033.96
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
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**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10094
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...
Item	Mfg.	Description	Qty	Price	Total
KP-UV-DAP-SS	Troy	New! 2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount MSRP \$187.00 State Contract 25% = \$140.25	1	140.25	140.25
TP-20-FDUV-FX	Troy	New! 2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment MSRP \$590.00 State Contract 25% off = \$442.50	1	442.50	442.50
WG-20-FDUV-SET	Troy	New! 2020 PI Utility driver/passenger side window guards, welded bars, vertical design. MSRP \$280.00 State Contract 25% off = \$210.00	1	210.00	210.00
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	439.99	879.98
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor	35	80.00	2,800.00T
Labor NM	MHQ of Ne...	Installation Labor DUI Unit	45	80.00	3,600.00T
<b>Subtotal</b>					\$44,172.52
<b>Sales Tax (7.875%)</b>					\$549.36
<b>Total</b>					\$44,721.88

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 icsanchez@ci.santa-fe.nm.us

<b>Ship To</b>

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...
Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		**Parts Sale Only** Customer: Eric Sanchez Phone: 231-0619 Email Address: icsanchez@ci.santa-fe.nm.us QTY X3 LT 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
EMPLBSS148	Soundoff Si...	*** mPower Package Kit Includes Controller *** mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	3	2,718.06	8,154.18
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker *** Included ***	3	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	3	374.02	1,122.06
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White *** Front Push Bumper Lights ***	6	94.20	565.20
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White *** Front Push Bumper Lights ***	6	94.20	565.20
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White *** Side Push Bumper Driver light ***	6	178.80	1,072.80
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	173.25	519.75
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	461.40	1,384.20
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	3	382.50	1,147.50
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...
Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	3	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	3	0.00	0.00
FP-SO380R	Troy	TROY FP 4" Sound Off 380R Siren Face Plate	3	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	51.19	153.57
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	39.38	118.14
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	3	303.19	909.57
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	3	360.00	1,080.00
GF1092ITU20	Setina	2020 Ford P.I. Utility Free Standing Weapon Kit	3	156.00	468.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override.	3	367.20	1,101.60
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	3	442.50	1,327.50
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	3	105.75	317.25
PDU-12-5-42-18-001	OPS	Single Drawer Pursuit Vault for PI Utility	3	812.85	2,438.55
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	3	138.48	415.44
EMPAK	Soundoff Si...	Rear 6 Module spoiler lights R/A/W & B/A/W Can Flood and Arrow	3	1,087.20	3,261.60
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	3	100.20	300.60
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
7/30/2020	10092
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

<b>Rep</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>	<b>Visit our Website</b>	<b>Project</b>
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility LT...

Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	3	100.20	300.60
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	3	24.00	72.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	6	130.20	781.20
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	6	15.00	90.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	3	54.60	163.80
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP \$1050.00 State Contract 20% = \$840.00	3	840.00	2,520.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	3	4,795.00	14,385.00
Shipping		Shipping	3	110.00	330.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	3	440.00	1,320.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	12	72.00	864.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	3	999.00	2,997.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	3	999.00	2,997.00
Labor NM	MHQ of Ne...	Installation Labor ( 35 Hours per unit )	105	80.00	8,400.00T

<b>Subtotal</b>	\$61,709.31
<b>Sales Tax (7.875%)</b>	\$729.54
<b>Total</b>	\$62,438.85

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EA

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

<b>Rep</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>	<b>Visit our Website</b>	<b>Project</b>
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Parts Sale Only		<b>**Parts Sale Only**</b> Customer: Eric Sanchez Phone: 231-0619 Email Address: iesanchez@ci.santa-fe.nm.us QTY 2 Patrol 2020 P.I. Utilities State Contract 60-000-15-00032		0.00	0.00T
FMPI.BSS148	Soundoff Si...	<b>*** mPower Package Kit Includes Controller ***</b> mPower 48" LED lightbar, Dual color front Red/White Blue/White with 180 degree front scene light and rear amber arrow.	2	2,718.06	5,436.12
ETSA481RSP	Sound Off S...	nERGY™ 400 Series Remote Siren, 10-16v - 100w single speaker <b>*** Included ***</b>	2	0.00	0.00
5344-4L51	Go Rhino	2020 Ford P.I. Utility Push Bumper with 4-Light - Soundoff Signal nForce - Light Not included	2	374.02	748.04
ENFRMS3D	Sound Off S...	Enforce 12 Led Red White <b>*** Front Push Bumper Lights ***</b>	4	94.20	376.80
ENFRMS3E	Sound Off S...	Enforce 12 Led Blue White <b>*** Front Push Bumper Lights ***</b>	4	94.20	376.80
ENT3B3D	Sound Off S...	Intersector Surface Mount Light, Black Housing, 18 LEDs, Dual Color - Red/White <b>*** Side Push Bumper Driver light ***</b>	4	178.80	715.20
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	2	173.25	346.50
ESB-U	Federal Signal	Universal ES100C speaker bracket.	2	22.00	44.00
ETSKLF100	Soundoff Si...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	2	461.40	922.80
CC-UV20-L-20	Troy	2020 PI Utility 20" L-Shape Console, 8" Slope, 12" Level	2	382.50	765.00

<b>Subtotal</b>
<b>Sales Tax (7.875%)</b>
<b>Total</b>

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

<b>Name / Address</b>
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

<b>Ship To</b>

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...
Item	Mfg.	Description	Qty	Price	Total
FP-MXTL2500	Troy	XTL2500 & 5000, APX 6500/7500 05 Head Remote 2.03" x 7.03 x 1.0"	2	0.00	0.00
FP-MXTL5000	Troy	Motorola XTL5000/2500, APX 6500/7500 05 Dash Mount 2.04" x 7.06" x 5.0"	2	0.00	0.00
FP-ETSA481	Troy	Face Plate for a ETSA480 Series Soundoff Remote Mount	2	0.00	0.00
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	2	51.19	102.38
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	2	39.38	78.76
AC-PENPRTR-58-FP	Troy	Printer arm rest with 3x9 pad, bolts to floor plate (AC-ARM-BASE, AC-ARM-PED-XL, AC-PENPRTR, AC-FOAM-93)	2	303.19	606.38
CM-SDMT-SL-LED	Troy	Console side ht. adj. mount w/slide arm for docking station	2	360.00	720.00
GK10342USSCAXL	Setina	Dual T-Rail Mount 2 Universal XL #2 Key Override. For Sedans or mid size SUV Vehicles.	2	367.20	734.40
35-20045	Westin	2020 Ford Utility Front Defender Partition	2	939.96	1,879.92
TP-20-FDUV-FX	Troy	2020 PI Utility rear partition, square-hole window, driver-side fire ext. compartment	2	442.50	885.00
WG-20-FDUV-SET	Troy	2020 PI Utility driver/passenger side window guards, welded bars, vertical design.	2	223.50	447.00
AC-20-UV-HATCH	Troy	2020 PI Utility hatch window screen; Square-hole punched	2	105.75	211.50
PDU-12.5-42-18-001	OPS	Aluminum Pursuit Cargo Drawer Unit 12.5"H x 42"W x 18"D with Single Drawer	2	1,270.46	2,540.92
PDU-FIU-8-BR2020	OPS	6" High Mounting Bracket for 2020 Ford Interceptor pursuit box	2	138.48	276.96
ENFTCDGS1206	Sound Off S...	Rear Light Bar Dual Color 6 Module Red/Amber Blue/Amber	2	642.605	1,285.21
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...
Item	Mfg.	Description	Qty	Price	Total
EMPS2STS2B	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Blue	2	100.20	200.40
EMPS2STS2R	Sound Off	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Single Color - Red	2	100.20	200.40
PMP2BRK2LPV	Sound Off S...	Stud Mount License Plate Bracket Vertical mount for 4 inch	2	24.00	48.00
EMPS2STS5RBW	SoundOff Si...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White *** Side Rear Window Lights ***	4	130.20	520.80
PMP2WSSSB	Sound Off	Adjustable 25 to 90 Degrees Window Stud Mount Light 4 Inch Black	4	15.00	60.00
ETFBSANFL	Sound Off S...	Flashback Tail Flasher	2	54.60	109.20
CHI5.1.20	911 Harness	Ch15 with Single Stage Timer, and 20' Outputs	2	608.00	1,216.00
RAM-B-348-A237U	Ram Mounts	RAM 1/4-20 Male Camera Threaded Base, Short Double Socket Arm and 1/4-20 Female Treaded Base	2	47.60	95.20
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	2	2,495.00	4,990.00
DVM800 5 year war...	Digital Ally	DVM-800 in car Video System - includes integrated front facing and driver compartment camera, external 12X zoom camera, and external "backseat" camera w/IR. 5 year Advanced Exchange Warranty*.	2	3,995.00	7,990.00
				<b>Subtotal</b>	
				<b>Sales Tax (7.875%)</b>	
				<b>Total</b>	

**MHQ of New Mexico**  
**5601 Balloon Fiesta Pkwy**  
**Suite C**  
**Albuquerque, NM 87113**



# Quote

Date	Estimate #
8/19/2020	10241
This quote expires in 90 days	

Name / Address
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-412-5730 iesanchez@ci.santa-fe.nm.us

Ship To

Rep	Phone	Fax	Email	Visit our Website	Project
	(505) 821-0667	(505) 821-3530	drottman@mhqnm.com	www.mhqwest.com	2020 Ford Utility Pa...

Item	Mfg.	Description	Qty	Price	Total
Shipping		Shipping	2	110.00	220.00
GRAPHICS LEVEL 4	MHQ Grap...	Graphics patrol No white on vehicle	2	440.00	880.00
Labor GR	MHQ Grap...	Graphics Installation (4 hrs) per Utility	8	72.00	576.00T
AngArm-00339	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Driver Side	2	999.00	1,998.00
AngArm-00340	Angel Armor	Ballistic Panel, Level IIIA. Fits Ford PI Utility 2020 Passenger Side	2	999.00	1,998.00
Labor NM	MHQ of Ne...	Installation Labor ( 36 Hours per unit )	72	80.00	5,760.00T

<b>Subtotal</b>	\$46,361.69
<b>Sales Tax (7.875%)</b>	\$498.96
<b>Total</b>	\$46,860.65



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
0000015546  
Kustom Signals, Inc.  
9652 Loiret Boulevard  
Lenexa, KS 66219  
  
Email: [sales@kustomsignals.com](mailto:sales@kustomsignals.com)  
Phone# [\(800\) 458-7866](tel:(800)458-7866)

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Nine

Term: March 21, 2016 – March 22, 2021

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.  
  
**Invoice:**  
As Requested

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: Police Vehicle Equipment

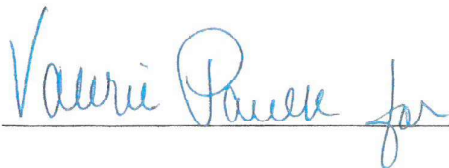
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately, Vendor (AI) Kustom Signals, Inc. has made the following changes:

Item #	Description	Previous Model	New Model	Current Price	New Price
001	In-Vehicle Camera (with wireless downloading capability)	G3 Vision	Eyewitness HD	\$4,819.00	\$5,258.00
002	In-Vehicle Camera (with-out wireless downloading capability)	G3 Vision	Eyewitness HD	\$4,569.00	\$4,878.00

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

  
\_\_\_\_\_

Date: 5/13/20

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-000-15-00032

Item #	Approx. Quantity	Unit	Description	Prices			
1		Each	Complete Computer stand, console mounted	Price			
			AA-Advanced Comm	\$ 150.83			
			AD-Code 3 Service, LLC	\$ 396.00			
			AE-Higher Power Solutions - Havis #67107	\$ 250.00			
			AF-MHQ of New Mexico	\$ 420.00			
			AH-Grants & Technology Veterans, LLC	\$ 186.00			
			AK-New Mexico Emergency products, LLC - #CM-___-SL-LED	\$ 388.80			
			AN-West Mesa Auto Craft	\$ 433.76			
			AO-Wireless Advanced Communications	\$ 342.96			
2		Each	Sedans: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
			AA-Advanced Comm	\$ 663.13	\$ 644.39	\$ 626.54	
			AD-Code 3 Service, LLC	\$ 396.00	\$ 396.00	\$ 396.00	\$396.00 Impala
			AE-Higher Power Solutions - Havis #7759	\$ 600.00	\$ 600.00	\$ 600.00	\$600.00
			AF-MHQ of New Mexico	\$ 420.00	\$ 420.00	\$ 420.00	
			AH-Grants & Technology Veterans, LLC	\$ 393.00	\$ 399.00	\$ 376.20	N/A
			AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSPI-SL-LED, Chevy, Troy #CM-PSCP-SL-LED, Dodge, Troy #CM-PSCH-SL-LED	\$ 453.75	\$ 453.75	\$ 453.75	
			AN-West Mesa Auto Craft	\$ 654.62	\$ 637.53	\$ 621.25	
			AO-Wireless Advanced Communications	\$ 526.61	\$ 511.73	\$ 497.55	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-000-15-00032

3	Each	Utility Vehicle: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
		AA-Advanced Comm	\$ 644.39	\$ 668.15	\$ 644.39	
		AD-Code 3 Service, LLC	\$ 396.00	\$ 396.00	\$ 381.70	
		AE-Higher Power Solutions - Havis #7759	\$ 600.00	\$ 600.00	\$ 600.00	\$600.00
		AF-MHQ of New Mexico	\$ 420.00	\$ 420.00	\$ 420.00	
		AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	\$ 393.00	\$ 406.80	\$ 749.40	N/A
		AK-New Mexico Emergency products, LLC, Ford, Troy #CM-PSUV-SL-LED, Chevy, Troy #CM-TH15-SL-LED	\$ 453.75	\$ 453.75		
		AN-West Mesa Auto Craft	\$ 637.53	\$ 659.20	\$ 637.53	
		AO-Wireless Advanced Communications	\$ 511.73	\$ 530.60	\$ 511.73	
4	Each	Pick-up Truck: Complete free standing computer stand for:	Ford	Chevrolet	Dodge	Other
		AA-Advanced Comm	\$ 644.39	\$ 650.05	\$ 668.15	
		AD-Code 3 Service, LLC	\$ 396.00	\$ 396.00	\$ 314.60	
		AE-Higher Power Solutions - Havis #7759	\$ 600.00	\$ 600.00	\$ 600.00	\$600.00
		AF-MHQ of New Mexico	\$ 420.00	\$ 420.00	\$ 420.00	
		AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	\$ 379.80	\$ 406.80	\$ 409.20	N/A
		AK-New Mexico Emergency products, LLC, Ford, Troy #CM-F15-SL-LED, Chevy, Troy #CM-SILV-SL-LED, Dodge, Troy #CM-PSDR-SL-LED	\$ 453.75	\$ 453.75	\$ 453.75	
		AN-West Mesa Auto Craft	\$ 642.69	\$ 659.20	\$ 621.25	
		AO-Wireless Advanced Communications	\$ 511.73	\$ 530.60	\$ 497.55	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-000-15-00032

6	Each	Utility Vehicle: Console with 12" slope, 6" mounting at level area – snaps onto OEM side panels, relocate Bluetooth option USB/Aux, works with low-profile accessories. Must be able to mount to OEM floor plate.				
		Includes: 4" faceplate for radio, 2" repeater faceplate, blanks and console mount, controller faceplate, external cup holder, metal storage tray to be 4" with a 1.75" depth, 2" faceplate for three (3) – 12V outlets Complete utility console for:				
			Ford	Chevrolet	Dodge	Other
		AA-Advanced Comm: \$356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	\$ 356.53	\$ 384.64	\$ 392.10	
		AD-Code 3 Service, LLC	\$ 294.80	\$ 369.00	\$ 369.60	
		AE-Higher Power Solutions	\$ 900.00	\$ 900.00	\$ 900.00	\$900.00
		AF-MHQ of New Mexico	\$ 375.00	\$ 375.00	\$ 375.00	
		AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	\$ 648.00			
		AK-New Mexico Emergency products, LLC, Ford #CC-UV-L-18, Chevy #CC-F-THOS-22 wide body, 22"	\$ 427.50	\$ 566.25		
		AN-West Mesa Auto Craft	\$ 700.19	\$ 725.82	\$ 732.61	
		AO-Wireless Advanced Communications	\$ 283.12	\$ 305.46	\$ 311.37	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-000-15-00032

7	Each	Pick-up Truck: Wide body console, fills space seat to seat, 8" slope, 12" mounting at level area - Must be able to mount to OEM floor plate.				
		Includes: 4" faceplate for radio, 2" repeater faceplate, Controller faceplate, Console mount floorplate, Metal storage tray to be 4" with a 1.75" depth, Dual internal cup holders 2" faceplate for three (3) - 12V outlets				
		Complete pick-up console for:	Ford	Chevrolet	Dodge	Other
		AA-Advanced Comm: \$356.58 additional for metal storage tray, dual cup holders, faceplates for 12V outlets, armrest, maplight	\$ 516.58	\$ 548.11	\$ 530.81	
		AD-Code 3 Service, LLC	\$ 369.60	\$ 369.60	\$ 258.50	
		AE-Higher Power Solutions	\$ 900.00	\$ 900.00	\$ 900.00	\$900.00
		AF-MHQ of New Mexico	\$ 487.50	\$ 487.50	\$ 487.50	
		AH-Grants & Technology Veterans, LLC-See attachment 1 for the specifications	\$ 877.20	\$ 657.00	\$1,061.40	N/A
		AK-New Mexico Emergency products, LLC, Ford #CC-WBOS-20, 20" wide body, open storage	No Bid			
		AN-West Mesa Auto Craft	\$ 846.11	\$ 859.08	\$ 850.64	
		AO-Wireless Advanced Communications	\$ 410.23	\$ 435.26	\$ 414.17	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-000-15-00032

8	Each	Modems:	Manufacturer:	Price
		AA-Advanced Comm	Sierra Wireless	\$ 999.00
		AD-Code 3 Service, LLC	Option International	\$ 509.00
		AE-Higher Power Solutions	Omnivations	\$ 750.00
		AF-MHQ of New Mexico		N/A
		AH-Grants & Technology Veterans, LLC	Cradlepoint, IBR600LPE-VZ or IBR600LPE-AT&T	\$ 573.00
		AK-New Mexico Emergency products, LLC	CDW-G Electronics - List	10%
		AN-West Mesa Auto Craft		No Bid
		AO-Wireless Advanced Communications		No Bid
9	Each	Antenna for modems	Price	
		AA-Advanced Comm	\$ 65.00	
		AD-Code 3 Service, LLC	No Bid	
		AE-Higher Power Solutions	\$ 120.00	
		AF-MHQ of New Mexico	\$ 425.00	
		AH-Grants & Technology Veterans, LLC - AP-CCWW-Q-S2222-RP34-BL	\$ 179.00	
		AK-New Mexico Emergency products, LLC	No Bid	
		AN-West Mesa Auto Craft	No Bid	
		AO-Wireless Advanced Communications	No Bid	

Billing Address:  
 SANTA FE, CITY OF  
 200 LINCOLN AVE  
 SANTA FE, NM 87504  
 US

Quote Date:08/11/2020  
 Expiration Date:09/23/2020  
 Quote Created By:  
 Manny Barreras  
 manny.barreras@  
 motorolasolutions.com

End Customer:  
 SANTA FE, CITY OF  
 Ryan Campion  
 racampion@santafenm.gov  
 +1.505.827.3931

Contract: 32763 - STATE OF  
 NM-00014AJ

Line #	Item Number	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
1	M22KSS9PW1AN	APX4500 VHF MOBILE	7	\$1,564.00	\$513.62	\$1,050.38	\$7,352.66
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	7	\$137.55	\$0.00	\$137.55	\$962.85
1b	GA00804AA	ADD: APX O2 CH (GREY)	7	\$492.00	\$161.57	\$330.43	\$2,313.01
1c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	7	\$0.00	\$0.00	\$0.00	\$0.00
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7	\$0.00	\$0.00	\$0.00	\$0.00
1e	G296AF	ADD:1/4 WAVE WHIP ROOF TOP 136-144	7	\$13.50	\$4.43	\$9.07	\$63.49
1f	W22BA	ADD: STD PALM MICROPHONE APX	7	\$72.00	\$23.64	\$48.36	\$338.52
1g	G142AD	ADD: NO SPEAKER APX	7	\$0.00	\$0.00	\$0.00	\$0.00
1h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	7	\$0.00	\$0.00	\$0.00	\$0.00
1i	G66AW	ADD: DASH MOUNT O2 CH WWM	7	\$125.00	\$41.05	\$83.95	\$587.65
1j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	7	\$650.00	\$213.46	\$436.54	\$3,055.78



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Disc \$	Sale Price	Ext. Sale Price
2	M22URS9PW1AN	APX4500 7/800 MHZ MOBILE	1	\$1,564.00	\$513.62	\$1,050.38	\$1,050.38
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	\$137.55	\$0.00	\$137.55	\$137.55
2b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00	\$0.00
2c	G142AD	ADD: NO SPEAKER APX	1	\$0.00	\$0.00	\$0.00	\$0.00
2d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	\$1,570.00	\$515.59	\$1,054.41	\$1,054.41
2e	GA00804AA	ADD: APX O2 CH (GREY)	1	\$492.00	\$161.57	\$330.43	\$330.43
2f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00	\$0.00
2g	W484AG	ALT: ANT 3DB GAIN 762-870MHZ	1	\$38.00	\$12.48	\$25.52	\$25.52
2h	W22BA	ADD: STD PALM MICROPHONE APX	1	\$72.00	\$23.64	\$48.36	\$48.36
2i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	1	\$0.00	\$0.00	\$0.00	\$0.00
2j	G66AW	ADD: DASH MOUNT O2 CH WWM	1	\$125.00	\$41.05	\$83.95	\$83.95

Subtotal	\$25,376.90
Total Discount Amount	\$7,972.34
<b>Grand Total</b>	<b>\$17,404.56(USD)</b>

**Notes:**


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.
- This quote contains items with approved price exceptions applied against them.





State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
0000013468  
Motorola Solutions, Inc.  
7237 Church Ranch Road Blvd, Suite 406  
Westminister, CO 80021  
  
Attn: Manny Barreras  
Telephone No. (505) 850-8194

Price Agreement Number: 70-000-16-00014AJ

Price Agreement Amendment No.: Six

Term: November 04, 2016 – November 04, 2020

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: Debra Saiz DS

Telephone No.: (505) 827-0521

**Invoice:**  
As Requested

Title: **Communications, Radio Equipment, Parts, Accessories and Related Services**


This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

- Add the attached product category and discount percentage rate.
- Extend the Term of the Agreement from November 4, 2018 to November 4, 2020

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 10/31/2018

State of New Mexico  
General Services Department  
Purchasing Division  
NM State Contract 70-000-16-00014

No.	Manufacturer	Product Category	APC	Item	Short Description	Discount
1	Motorola	CAD	472	Equipment	Spillman Flex Equipment and 3rd Party Products	0%
2	Motorola	CAD	473	Services	Spillman Flex Services	0%
3	Motorola	CAD	789	Software	Spillman Flex Software	0%
4	Motorola	CAD	797	Services	Spillman Flex Support Services	15%

Jackson Creek Manufacturing Inc.

P.O. Box 37  
 206 Bingham Industrial Dr.  
 Denton, NC 27239-7795

# Quote

Date	Quote #
8/24/2020	13340

<b>Name / Address</b>
City of Santa Fe Animal Control 2515 Camina Entrada Santa Fe, NM 87508

<b>Ship To</b>
Moriarty Pipe and Iron c/o Larry (505) 832-9488 201 Vassar South Ave. Moriarty, NM 87035

<b>Terms</b>	<b>Rep</b>	<b>Project</b>
Net 30	WB	

Item	Description	Qty	Cost	Total
CM17L	DIAMOND DELUXE Chassis Mount Animal Control Unit for Long Bed, Full Size Truck, 56" Cab to Axle; ***Requires Factory Rear Camera to meet Federal Standards****	1	9,775.00	9,775.00T
SafetyDoor	Safety Door (entire unit)	1	915.00	915.00T
Fresh Air Delivery...	Fresh Air Delivery System	1	600.00	600.00T
Misc. Custom Sales	Repeat Customer Discount	1	-565.00	-565.00T
Shipping	Shipping Charges	1	2,080.00	2,080.00
	***Quote is Valid for 30 (Thirty) Days*** ***Delivery 90-120 (Ninety-One Hundred Twenty) Days ARO*** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com *****Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer***** *****All Truck Body Installations Meet FMVSS 111 Requirements*****			
	Out-of-state sale, exempt from sales tax		0.00%	0.00
<b>Total</b>				\$12,805.00

<b>ACTION SHEET</b>	
<b>PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020</b>	
<b>ISSUE NO. 8D</b>	
Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is \$539,662.35 for the Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, <a href="mailto:bpvaldez@santafenm.gov">bpvaldez@santafenm.gov</a> , 955-5040)	
<b><u>COMMITTEE REVIEW:</u></b>	
Finance Committee (Scheduled)	10/05/2020
Governing Body (Scheduled)	10/14/2020
<b>PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Signe Lindell for discussion. Approved to forward to 10/05/2020 FC.</b>	
<b>SPECIAL CONDITIONS OR AMENDMENTS:</b>	
<b>STAFF FOLLOW UP:</b>	

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
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 28, 2020

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

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Andrew Padilla, Chief of Police *AP 9-28-20*

**FROM:** Ben Valdez, Deputy Chief of Police *B Valdez DC 9/28/20*

**ITEM AND ISSUE:**

Request for the Approval of FY21 Police Vehicle Purchase Request. Total Amount is \$ (539,662.35) for the vehicles, equipment and labor costs associated with each vehicle. Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

**BACKGROUND AND SUMMARY:**

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 8 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford F-250 Truck (1)	\$31,127.00	2200068	570950
Ford Explorers Hybrid (7)	\$259,763.00	2230310	570950
Total costs for 8 vehicles:	<b>\$290,890.00</b>		
<b>EQUIPMENT</b>			<b>COSTS</b>
Vehicle wireless antenna, printer, driver's license reader, and accessories			<b>\$3,693.20</b>
Vehicle docking mounts, laptop docking stations			<b>\$7,814.00</b>
Panasonic Toughbooks			<b>\$38,152.00</b>
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.			<b>\$168,903.59</b>
Motorola Solutions communication and software			<b>\$17,404.56</b>
Kennel for Animal Services Truck			<b>\$12,805.00</b>
Total costs for emergency equipment, laptops and installation			<b>\$248,772.35</b>

**Total purchase cost: Vehicles, equipment and installation \$539,662.35**

### **Ford F250 Truck**

One truck will be purchased to replace an Animal Services Truck. The full size truck platform is needed to accommodate the large kennel that safely transports animals found to be running at large, injured animals for veterinary care, and deceased animals. In addition, the vehicle has to be capable of towing a horse trailer when needed to deploy for horses and livestock running at large.

The vehicle requires four wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The vehicle will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our communications system and OneSolution Dispatch and Records Management System.

### **Ford Police Interceptor Utility Hybrid**

Seven Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans and Police Interceptor Utility vehicles that are in need of replacement on Patrol. The vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our communications system and OneSolution Dispatch and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

The base cost of the standard Interceptor Utility is \$31,345 and the base cost of the Interceptor Utility Hybrid is \$33,959; a cost difference of \$2,614. With each vehicle we are anticipating a savings of approximately \$2,695 in fuel per vehicle a year if fuel is \$2.75 a gallon. The cost difference between the Interceptor Utility Hybrid and the standard Interceptor Utility will be made up within the first year of use and our Department will benefit from a reduced fuel cost each year thereafter for the service life of the vehicle. The potential overall cost savings in fuel for the 5 year service period for a Patrol vehicle is \$13,475 per hybrid vehicle.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to begin transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

**PROCUREMENT METHOD:**

The procurement method is CES Contract [Chalmers Ford] #2202-31A-C103-ALL which expires on July 16, 2024.

The procurement method is the NM Statewide Price Agreement (Chalmers Ford) # 00-00000-19-00015 which expires on October 6, 2020.

The procurement method is the NM Statewide Price Agreement [Code 3 Service, LLC] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Enchanted Technology Solutions] # 60-000-15-00008AY which expires on July 31, 2021.

The procurement method is the NM Statewide Price Agreement [MHQ of New Mexico] # 60-000-15-00032 which expires on March 22, 2021.

The procurement method is the NM Statewide Price Agreement [Motorola Solutions] # 70-000-16-0014A] which expires on November 4, 2020.

The procurement method is a quote [Jackson Creek Manufacturing] for the Kennel.

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Animal Services/Fund 220  
**Munis Org Name/Number:** POL Animal Services/2200068  
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number:** Law Enforcement/Fund 223  
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310  
**Munis Object Name/Number:** Vehicles/570950

**Fund Name/Number:** Law Enforcement/Fund 223  
**Munis Org Name/Number:** Police Admin (Spec Rev)/2230310  
**Munis Object Name/Number:** Inventory Exempt Equipment/572400

**Fund Name/Number:** General Fund/Fund100  
**Munis Org Name/Number:** Police Administration GF/1000310  
**Munis Object Name/Number:** Data Processing/570800

**ACTION REQUESTED:**


The Santa Fe Police Department respectfully requests your review and approval.

# City of Santa Fe, New Mexico

# MEMO

DATE: September 14, 2020

TO: Public Utilities\Public Works; Finance Committees'

VIA: Shannon Jones, Public Utilities Department Director  SJ

FROM: Michael Dozier, Wastewater Division Director MD

## **Item and Issue:**

The Public Utilities Department is seeking approval of a BAR in the amount of \$70,000 to cover the negative balance in Professional Contracts 5000361.510300.

## **Background and Summary:**

The Public Utilities Department contracts a Financial Consultant to oversee the Utility Rate Structure for future years with relation to planned improvements and projects currently underway at the facility. Current fiscal year rates have increased due to added information processing needs. The Wastewater Division is requesting a BAR to be taken from Cash and put into 5000361.510300 to cover the negative balance and to allow the Division to utilize the budgeted funds in the other Contractual Services categories.

## **Action Requested:**

Approval of a BAR from Public Utilities/Wastewater Division cash balances to cover the increase in Financial Consulting in the amount of \$70,000.











# nm one call BAR

Final Audit Report

2020-09-10

Created:	2020-09-10
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIDCGC-GPK1mOiIVKW76ULOq1eLOF84NA

## "nm one call BAR" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)  
2020-09-10 - 2:37:18 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature  
2020-09-10 - 2:39:04 PM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)  
2020-09-10 - 2:58:48 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)  
Signature Date: 2020-09-10 - 2:59:44 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature  
2020-09-10 - 2:59:45 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)  
2020-09-10 - 3:00:44 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)  
Signature Date: 2020-09-10 - 3:01:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Maya Martinez (mfmartinez@ci.santa-fe.nm.us), Shannon Jones (swjones@santafenm.gov) and Michael Dozier (mldozier@santafenm.gov)  
2020-09-10 - 3:01:09 PM GMT

**Signature:**   
Shannon Jones (Sep 14, 2020 14:45 MDT)

**Email:** [swjones@santafenm.gov](mailto:swjones@santafenm.gov)






# WWMD Budget increase BAR PUC packet doc

Final Audit Report

2020-09-14

Created:	2020-09-14
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgiHI-litfwOImRn7Mn1-3PqgwrUjaoNJ

## "WWMD Budget increase BAR PUC packet doc" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)  
2020-09-14 - 7:54:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature  
2020-09-14 - 7:55:10 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)  
2020-09-14 - 8:45:17 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)  
Signature Date: 2020-09-14 - 8:45:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Shannon Jones (swjones@santafenm.gov), Maya Martinez (mfmartinez@ci.santa-fe.nm.us), mldozier@santafenm.gov, and jldiaz@santafenm.gov  
2020-09-14 - 8:45:58 PM GMT

**ACTION SHEET**  
**PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/29/2020**

**ISSUE NO. 8G**

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

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

**PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Signe Lindell. Approved to forward to 10/05/2020 Finance Committee**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/WWMD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5000362	500110		259,568		
FICA	5000362	503100		19,857		
PERA	5000362	503150		53,309		
HEALTH / LIFE	5000362	503200		167,077		
RHC	5000362	503250		5,191		
WC	5000362	503350		7,221		
DENTAL	5000362	503400		6,786		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 519,010	\$ -	

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the  
 Unfunded Frozen positions in WWMD #'s 1333,1337,1338,1339, 1345,1347,1349,1353, 1348  
 The amount is for 9 positions, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(519,010)
<b>TOTAL:</b>	
	<b>(519,010)</b>

Maya Martinez Prepared By <i>{print name}</i>	9/26/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Budget Officer Date
Michael Dozier (Sep 28, 2020 14:17 MDT)		<b>CITY COUNCIL APPROVAL</b>	
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	Finance Director {≤ \$5,000} Date
Shannon Jones (Sep 29, 2020 14:11 MDT)		Agenda Item #:	City Manager {≤ \$60,000} Date
Department Director Signature	Date		

Log # {Finance use only}:	
Batch # {Finance use only}:	




# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/WWMD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5000363	500110		42,011		
FICA	5000363	503100		3,214		
PERA	5000363	503150		8,628		
HEALTH / LIFE	5000363	503200		18,640		
RHC	5000363	503250		840		
WC	5000363	503350		135		
DENTAL	5000363	503400		754		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 74,222	\$ -	

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the  
 Unfunded Frozen positions in WWMD #'s 1361  
 The amount is for 1 position, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(74,222)
<b>TOTAL:</b>	
	<b>(74,222)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	<i>{Use this form for Finance Committee/          City Council agenda items ONLY}</i>	 AJH (Oct 1, 2020 12:02 MDT)
 Michael Dozier (Sep 28, 2020 14:17 MDT)		<b>CITY COUNCIL APPROVAL</b>	Budget Officer
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}
 Shannon Jones (Sep 29, 2020 14:11 MDT)		Agenda Item #:	City Manager {≤ \$60,000}
Department Director Signature	Date		Date

Log # {Finance use only}:	
Batch # {Finance use only}:	




# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/WWMD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5000366	500110		27,080		
FICA	5000366	503100		2,072		
PERA	5000366	503150		5,562		
HEALTH / LIFE	5000366	503200		18,554		
RHC	5000366	503250		542		
WC	5000366	503350		754		
DENTAL	5000366	503400		754		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 55,317	\$ -	

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the  
 Unfunded Frozen positions in WWMD #'s 1987  
 The amount is for 1 position, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(55,317)
<b>TOTAL:</b>	
	<b>(55,317)</b>

Maya Martinez Prepared By <i>{print name}</i>  <small>Michael Dozier (Sep 28, 2020 14:17 MDT)</small>	9/26/2020 Date	<i>{Use this form for Finance Committee/          City Council agenda items ONLY}</i>	 <small>AJH (Oct 1, 2020 12:02 MDT)</small> Budget Officer Date
Division Director Signature <i>{optional}</i>  <small>Shannon Jones (Sep 29, 2020 14:11 MDT)</small>	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>	Finance Director <i>{≤ \$5,000}</i> Date
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager <i>{≤ \$60,000}</i> Date

Log # {Finance use only}:	
Batch # {Finance use only}:	




# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/WWMD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5000367	500110		287,107		
FICA	5000367	503100		21,964		
PERA	5000367	503150		58,965		
HEALTH / LIFE	5000367	503200		148,838		
RHC	5000367	503250		5,742		
WC	5000367	503350		7,969		
DENTAL	5000367	503400		6,032		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 536,616	\$ -	

Budget Increase from Cash Balance in Waste Water Management Enterprise Fund to fund the  
 Unfunded Frozen positions in WWMD #'s 1320, 1359, 1312, 1324, 1309, 1310, 2307, 1306  
 The amount is for 8 position, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(536,616)
<b>TOTAL:</b>	
	<b>(536,616)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	<i>{Use this form for Finance Committee/          City Council agenda items ONLY}</i>	 AJH (Oct 1, 2020 12:02 MDT)
 Michael Dozier (Sep 28, 2020 14:17 MDT)	Division Director Signature {optional}	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	Budget Officer
 Shannon Jones (Sep 29, 2020 14:11 MDT)	Department Director Signature	Agenda Item #:	Finance Director {≤ \$5,000} City Manager {≤ \$60,000}

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Water					9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Salaries	5050382	500110		102,249		
FICA	5050382	503100		7,822		
PERA	5050382	503150		20,999		
HEALTH / LIFE	5050382	503200		37,385		
RHC	5050382	503250		2,045		
WC	5050382	503350		325		
DENTAL	5050382	503400		1,508		
<b>REVENUES</b>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
<b>JUSTIFICATION:</b> (use additional page if needed)						
--Attach supporting documentation/memo				\$ 172,333	\$ -	

Budget Increase from Cash Balance in Water Division Enterprise Fund to fund

Unfunded Frozen positions in Water Division #'s 513, 1576

The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(172,333)
<b>TOTAL:</b>	
	<b>(172,333)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	AJH AJH (Oct 1, 2020 12:02 MDT)
Division Director Signature {optional}		Budget Officer	
Department Director Signature		Finance Director {≤ \$5,000}	
Date		Date	
Date		Date	

CITY COUNCIL APPROVAL	
City Council Approval Date	<input style="width: 100%;" type="text"/>
Agenda Item #:	<input style="width: 100%;" type="text"/>

Shannon Jones (Sep 29, 2020 14:11 MDT)

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/Water	DATE 9/26/2020
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Salaries	5050385	500110		116,691	
FICA	5050385	503100		8,927	
PERA	5050385	503150		23,965	
HEALTH / LIFE	5050385	503200		55,866	
RHC	5050385	503250		2,334	
WC	5050385	503350		6,212	
DENTAL	5050385	503400		2,262	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

**JUSTIFICATION:** *(use additional page if needed)*  
 --Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Division Enterprise Fund to fund  
 Unfunded Frozen positions in Water Division #'s 1650, 1818, 1913  
 The amount is for 3 positions, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(216,258)
<b>TOTAL:</b>	<b>(216,258)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>AJH</i> Budget Officer
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
PUD/Water					9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Salaries	5050386	500110		226,595		
FICA	5050386	503100		17,334		
PERA	5050386	503150		46,537		
HEALTH / LIFE	5050386	503200		111,693		
RHC	5050386	503250		4,532		
WC	5050386	503350		12,015		
DENTAL	5050386	503400		4,524		
<b>REVENUES</b>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
<b>JUSTIFICATION:</b> (use additional page if needed)						
--Attach supporting documentation/memo				\$ 423,230	\$ -	

Budget Increase from Cash Balance in Water Division Enterprise Fund to fund

Unfunded Frozen positions in Water Division #'s 1848, 2324, 1666, 1662, 1663, 1667

The amount is for 6 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(423,230)
<b>TOTAL:</b>	
	<b>(423,230)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	 AJH (Oct 1, 2020 12:02 MDT)
		<b>CITY COUNCIL APPROVAL</b>	Budget Officer
		City Council	
		Approval Date	Finance Director {≤ \$5,000}
		Agenda Item #:	City Manager {≤ \$60,000}
			Date

Shannon Jones (Sep 29, 2020 14:11 MDT)

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/ESD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5100331	500110		266,694		
FICA	5100331	503100		20,402		
PERA	5100331	503150		54,772		
HEALTH / LIFE	5100331	503200		130,322		
RHC	5100331	503250		5,334		
WC	5100331	503350		5,787		
DENTAL	5100331	503400		5,278		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 488,590	\$ -	

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund  
 Unfunded Frozen positions in ESD #'s 1157, 1220, 2366, 2448, 2449, 1809, 2446  
 The amount is for 7 positions, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(488,590)
<b>TOTAL:</b>	
	<b>(488,590)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Budget Officer Date
<u>Shirlene Sitton</u> <small>Shirlene Sitton (Sep 29, 2020 12:52 MDT)</small>		<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	Finance Director {≤ \$5,000} Date
<u>Shannon Jones</u> <small>Shannon Jones (Sep 29, 2020 14:11 MDT)</small>		Agenda Item #:	City Manager {≤ \$60,000} Date
Department Director Signature	Date		

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/ESD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Salaries	5100332	500110		59,249		
FICA	5100332	503100		4,533		
PERA	5100332	503150		12,168		
HEALTH / LIFE	5100332	503200		37,137		
RHC	5100332	503250		1,185		
WC	5100332	503350		3,159		
DENTAL	5100332	503400		1,508		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				\$ 118,938	\$ -	

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund  
 Unfunded Frozen positions in ESD #'s 1170, 1234  
 The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(118,938)
<b>TOTAL:</b>	
	<b>(118,938)</b>

Maya Martinez Prepared By {print name} <i>Shirlene Sitton</i> <small>Shirlene Sitton (Sep 29, 2020 12:52 MDT)</small>	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>AJH</i> <small>AJH (Oct 1, 2020 12:02 MDT)</small> Budget Officer Date
Division Director Signature {optional} <i>Shannon Jones</i> <small>Shannon Jones (Sep 29, 2020 14:11 MDT)</small>		<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	Finance Director {≤ \$5,000} Date
Department Director Signature Date		Agenda Item #:	City Manager {≤ \$60,000} Date

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/ESD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Salaries	5100334	500110		65,832		
FICA	5100334	503100		5,036		
PERA	5100334	503150		13,520		
HEALTH / LIFE	5100334	503200		37,175		
RHC	5100334	503250		1,317		
WC	5100334	503350		3,508		
DENTAL	5100334	503400		1,508		
<b>REVENUES</b>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				\$ 127,896	\$ -	

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund  
 Unfunded Frozen positions in ESD #'s 1156, 1194  
 The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(127,896)
<b>TOTAL:</b>	
	<b>(127,896)</b>

Maya Martinez Prepared By {print name}	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	<i>AJH</i> Budget Officer
<i>Shirlene Sitton</i> Shirlene Sitton (Sep 29, 2020 12:52 MDT)		<b>CITY COUNCIL APPROVAL</b> City Council	
Division Director Signature {optional}	Date	Approval Date	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}

Log # {Finance use only}:	
Batch # {Finance use only}:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/ESD					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Salaries	5100335	500110		65,832		
FICA	5100335	503100		5,036		
PERA	5100335	503150		13,520		
HEALTH / LIFE	5100335	503200		37,175		
RHC	5100335	503250		1,317		
WC	5100335	503350		3,508		
DENTAL	5100335	503400		1,508		
<b>REVENUES</b>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				\$ 127,896	\$ -	

Budget Increase from Cash Balance in Environmental Services Dept Enterprise Fund to fund  
 Unfunded Frozen positions in ESD #'s 1166,1204  
 The amount is for 2 positions, 9 months salary and benefits.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
510	(127,896)
<b>TOTAL:</b>	
	<b>(127,896)</b>

Maya Martinez Prepared By {print name}  <small>Shirlene Sitton (Sep 29, 2020 12:52 MDT)</small>	9/26/2020 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	 <small>AJH (Oct 1, 2020 12:02 MDT)</small> Budget Officer	Date
Division Director Signature {optional}  <small>Shannon Jones (Sep 29, 2020 14:11 MDT)</small>		<b>CITY COUNCIL APPROVAL</b> City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/>		Finance Director {≤ \$5,000}
Department Director Signature		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>		City Manager {≤ \$60,000}
				Date

Log # {Finance use <u>only</u> }:	
Batch # {Finance use <u>only</u> }:	

# City of Santa Fe, New Mexico

## BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME PUD/UCS					DATE 9/26/2020	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b><u>EXPENDITURES</u></b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Salaries	5110351	500110		46,316		
FICA	5110351	503100		3,543		
PERA	5110351	503150		9,512		
HEALTH / LIFE	5110351	503200		18,665		
RHC	5110351	503250		926		
WC	5110351	503350		148		
DENTAL	5110351	503400		754		
<b><u>REVENUES</u></b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>–Attach supporting documentation/memo</i>				<b>\$ 79,865</b>	<b>\$ -</b>	

Budget Increase from Cash Balance in Utility Customer Serv. Enterprise Fund to fund  
 Unfunded Frozen positions in UCS #'s 76  
 The amount is for 1 positions, 9 months salary and benefits.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(79,865)
<b>TOTAL:</b>	
	<b>(79,865)</b>

Maya Martinez Prepared By <i>{print name}</i> <u>Nancy L. Jimenez</u> <small>Nancy L. Jimenez (Sep 29, 2020 12:57 MDT)</small>	9/26/2020 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>CITY COUNCIL APPROVAL</b> </div> City Council Approval Date: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Agenda Item #: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div>	<div style="text-align: right;">   <u>AJH</u>  <small>AJH (Oct 1, 2020 12:02 MDT)</small> </div> Budget Officer <hr/> Finance Director <i>{≤ \$5,000}</i> <hr/> City Manager <i>{≤ \$60,000}</i>
Division Director Signature <i>{optional}</i>  <u>Shannon Joffes</u> <small>Shannon Joffes (Sep 29, 2020 14:11 MDT)</small>	Date	Date	Date
Department Director Signature	Date	Date	Date












# Position BARs

Final Audit Report

2020-09-29

Created:	2020-09-28
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9aPC4Fr9ePatGm8x11YCaDgAu8MLvzj5

## "Position BARs" History


-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)  
2020-09-28 - 7:36:27 PM GMT- IP address: 63.232.20.2
-  Document emailed to Michael Dozier (mldozier@santafenm.gov) for signature  
2020-09-28 - 7:41:51 PM GMT
-  Email viewed by Michael Dozier (mldozier@santafenm.gov)  
2020-09-28 - 8:17:00 PM GMT- IP address: 75.161.62.112
-  Document e-signed by Michael Dozier (mldozier@santafenm.gov)  
Signature Date: 2020-09-28 - 8:17:58 PM GMT - Time Source: server- IP address: 75.161.62.112
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature  
2020-09-28 - 8:18:01 PM GMT
-  Email viewed by Jesse Roach (jdroach@santafenm.gov)  
2020-09-29 - 2:28:43 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Jesse Roach (jdroach@santafenm.gov)  
Signature Date: 2020-09-29 - 2:34:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shirlene Sitton (sesitton@santafenm.gov) for signature  
2020-09-29 - 2:34:49 PM GMT
-  Email viewed by Shirlene Sitton (sesitton@santafenm.gov)  
2020-09-29 - 6:50:14 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)  
Signature Date: 2020-09-29 - 6:52:43 PM GMT - Time Source: server- IP address: 172.58.107.91
-  Document emailed to Nancy L Jimenez (nljimenez@santafenm.gov) for signature  
2020-09-29 - 6:52:46 PM GMT

 Email viewed by Nancy L Jimenez (nljimenez@santafenm.gov)

2020-09-29 - 6:54:56 PM GMT- IP address: 104.47.64.254

 Document e-signed by Nancy L Jimenez (nljimenez@santafenm.gov)


Signature Date: 2020-09-29 - 6:57:58 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Shannon Jones (swjones@santafenm.gov) for signature

2020-09-29 - 6:58:02 PM GMT

 Email viewed by Shannon Jones (swjones@santafenm.gov)

2020-09-29 - 8:11:13 PM GMT- IP address: 174.237.7.15

 Document e-signed by Shannon Jones (swjones@santafenm.gov)

Signature Date: 2020-09-29 - 8:11:47 PM GMT - Time Source: server- IP address: 174.237.7.15

 Agreement completed.

2020-09-29 - 8:11:47 PM GMT

# Position BAR packet

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADr5f33VtRJepGKsb61d5quTgQyeZmL5u


## "Position BAR packet" History

 Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)

2020-10-01 - 5:42:00 PM GMT- IP address: 63.232.20.2

 Document emailed to AJH (ajhopkins@santafenm.gov) for signature

2020-10-01 - 5:45:00 PM GMT

 Email viewed by AJH (ajhopkins@santafenm.gov)

2020-10-01 - 6:00:56 PM GMT- IP address: 104.47.64.254

 Document e-signed by AJH (ajhopkins@santafenm.gov)


Signature Date: 2020-10-01 - 6:02:30 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-10-01 - 6:02:30 PM GMT

# City of Santa Fe, New Mexico

# Memo

**DATE:** September 24, 2020  
**TO:** Public Works /Public Utilities Committee, Finance Committee, and City Council  
**FROM:** Shannon Jones, Public Utilities Department Director 

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## ITEM

Request Approval of Budget Increases for Public Utilities Department to fund vacant positions through the 2020/2021 fiscal year.

Wastewater (Fund 500)	ORG #	Budget Increase	# of positions
Collections	5000362	<b>\$519,009.66</b>	9
Engineering	5000363	<b>\$74,222.02</b>	1
Composting	5000366	<b>\$55,316.71</b>	1
Water Reclamation Facility	50000367	<b>\$536,616.31</b>	8
Water (Fund 505)	ORG #	Budget Increase	# of positions
Water Resources	5050382	<b>\$172,333.05</b>	2
Source of Supply	5050385	<b>\$216,257.62</b>	3
Transmission and Distribution	505386	<b>\$423,279.85</b>	6
Environmental Services (Fund 510)	ORG #	Budget Increase	# of positions
Operation Admin	5100331	<b>\$488,589.69</b>	7
Commercial Refuse	5100332	<b>\$118,938.39</b>	2
Recycling	5100334	<b>\$127,895.72</b>	2
Residential Refuse	5100335	<b>\$127,895.72</b>	2
Utility Billing (Fund 511)	ORG #	Budget Increase	# of positions
Customer Service	5110351	<b>\$79,865.09</b>	1

## BACKGROUND

Due to uncertainties in the economic impact of the Covid-19 pandemic, Public Utilities took a conservative approach to funding vacancies during the development of the approved FY 20/21 Operating Budget. The Department's intent was to monitor revenues and pandemic developments, and bring forth a recommended increase if and when the recommendation could be defended and supported. A list of "Current Unfunded" positions is attached below.

## **DISCUSSION**

Over the last six months Public Utilities has closely monitored billing levels. As exhibited in Figure 1 below, Public Utilities has seen increases to monthly billing in six of the first seven months of the year compared to the same months in 2019.

In addition to month to month comparison, Figure 2 below shows cumulative billing in 2020 compared to the same period in 2019. The total amount billed has increased by 3.4% through the first seven months of 2020, as compared to 2019. Even with the outstanding revenues for some residential accounts, this growth places us in a firm situation to fund the outstanding positions in our normal POL.

The revenues show that the Public Utilities Department is operating at full capacity, but with limited staff. This is impacting our ability to deliver quality services in a safe manner. Further, without adequate staff to maintain equipment, we could be causing unnecessary and early wear, and unsafe operating conditions. Further, with increased demand for residential services we need to have adequate professional staff to deliver our special programs and public information.

Funding all the positions available does not mean that they will all be filled. Public Utilities will continue to monitor conditions, revenues, and needs during the COVID-19 crisis, and fill positions judiciously.

## **REQUEST**

Request Approval of Budget Increases for Public Utilities Department Division to fund vacant positions through the 2020/2021 fiscal year. Funding for these increase is available in cash within each of the funds.

## **ATTACHMENTS**

- Table 1: Current Unfunded Position List
- Figure 1 2019/2020 month to month billing comparison
- Figure 2 2019/2020 cumulative billing comparison
- Figure 3 2019/2020 month to month Gross Receipts Tax (GRT)
- Budget Adjust Request Forms (12 total)

**Table 1: Current Unfunded Positions**

<b>E1 Pos #</b>	<b>MUNIS Dept</b>	<b>MUNIS Div</b>	<b>Munis- Org</b>	<b>Status</b>	<b>Position Title</b>	<b>Hourly Rate</b>	<b>9 Month Cost Salary/Benefits</b>
1333	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1338	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1339	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1345	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1347	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1349	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1353	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR BASIC	18.227	\$57,130.84
1348	PU	WWD	5000362	VACANT/UNFUNDED	FIELD OPERATOR LEAD	20.550	\$61,962.96
1361	PU	WWD	5000363	VACANT/UNFUNDED	ENGINEER ASSOCIATE	26.930	\$74,222.02
1987	PU	WWD	5000366	VACANT/UNFUNDED	LABORER	17.359	\$55,316.71
1320	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR ADVANCED	24.426	\$70,035.93
1359	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR ENTRY	17.359	\$55,316.71
1312	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR LEAD	28.276	\$78,054.75
1324	PU	WWD	5000367	VACANT/UNFUNDED	WASTE OPERATOR LEAD	28.276	\$78,054.75
1310	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST	18.227	\$57,124.59
2307	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST	18.227	\$57,124.59
1309	PU	WWD	5000367	VACANT/UNFUNDED	WWM EQUIPMENT SPECIALIST SR.	19.138	\$59,022.03
1306	PU	WWD	5000367	VACANT/UNFUNDED	WWM SHIFT SUPERVISOR	30.114	\$81,882.96
513	PU	WTR	5050382	VACANT/UNFUNDED	WATER CONSERVATION MANAGER	34.370	\$89,433.78
1576	PU	WTR	5050382	VACANT/UNFUNDED	WATER RESOURCES COORDINATOR	31.174	\$82,899.27
1650	PU	WTR	5050385	VACANT/UNFUNDED	EQUIPMENT REPAIRMAN LEAD	28.276	\$79,179.57
1818	PU	WTR	5050385	VACANT/UNFUNDED	WATER OPERATOR INTERMEDIATE	23.263	\$68,539.03
1913	PU	WTR	5050385	VACANT/UNFUNDED	WATER OPERATOR INTERMEDIATE	23.272	\$68,539.03
1848	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER BASIC	21.100	\$63,947.86
1666	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER INTERMEDIATE	24.426	\$71,007.60
2324	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER ENTRY	14.899	\$50,785.68
1662	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	25.370	\$79,179.57

<b>E1 Pos #</b>	<b>MUNIS Dept</b>	<b>MUNIS Div</b>	<b>Munis- Org</b>	<b>Status</b>	<b>Position Title</b>	<b>Hourly Rate</b>	<b>9 Month Cost Salary/Benefits</b>
1663	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	28.276	\$79,179.57
1667	PU	WTR	5050386	VACANT/UNFUNDED	PIPEFITTER LEAD	28.276	\$79,179.57
1157	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	\$69,788.25
1220	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	\$69,788.25
2366	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	\$69,788.25
2448	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	19.932	\$69,788.25
2449	PU	ESD	5100331	VACANT/UNFUNDED	HEAVY EQUIPMENT MECHANIC	24.426	\$69,788.25
1809	PU	ESD	5100331	VACANT/UNFUNDED	PUBLIC COMM RELATIONS OFFICER	29.690	\$79,865.09
2446	PU	ESD	5100331	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	19.138	\$59,783.34
1170	PU	ESD	5100332	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	16.880	\$54,990.53
1234	PU	ESD	5100332	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	\$63,947.86
1156	PU	ESD	5100334	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	\$63,947.86
1194	PU	ESD	5100334	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	\$63,947.86
1166	PU	ESD	5100335	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	\$63,947.86
1204	PU	ESD	5100335	VACANT/UNFUNDED	SWM EQUIPMENT OPERATOR	21.100	\$63,947.86
76	PU	UCS	5110351	VACANT/UNFUNDED	CUSTOMER SERVICE SUPERVISOR	29.690	\$79,865.09
						<b>Total</b>	<b>\$2,940,219.85</b>

FIGURE 1

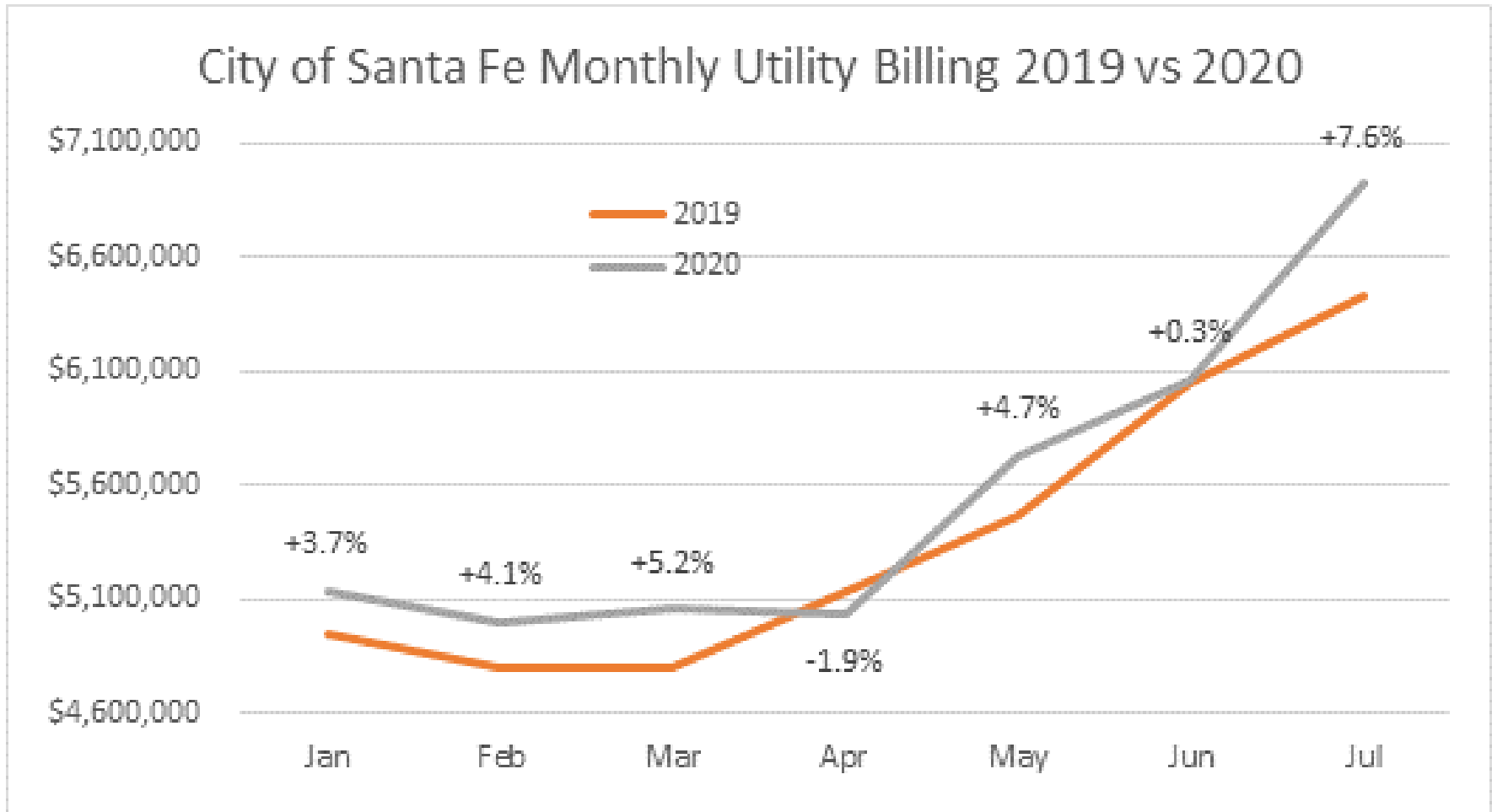
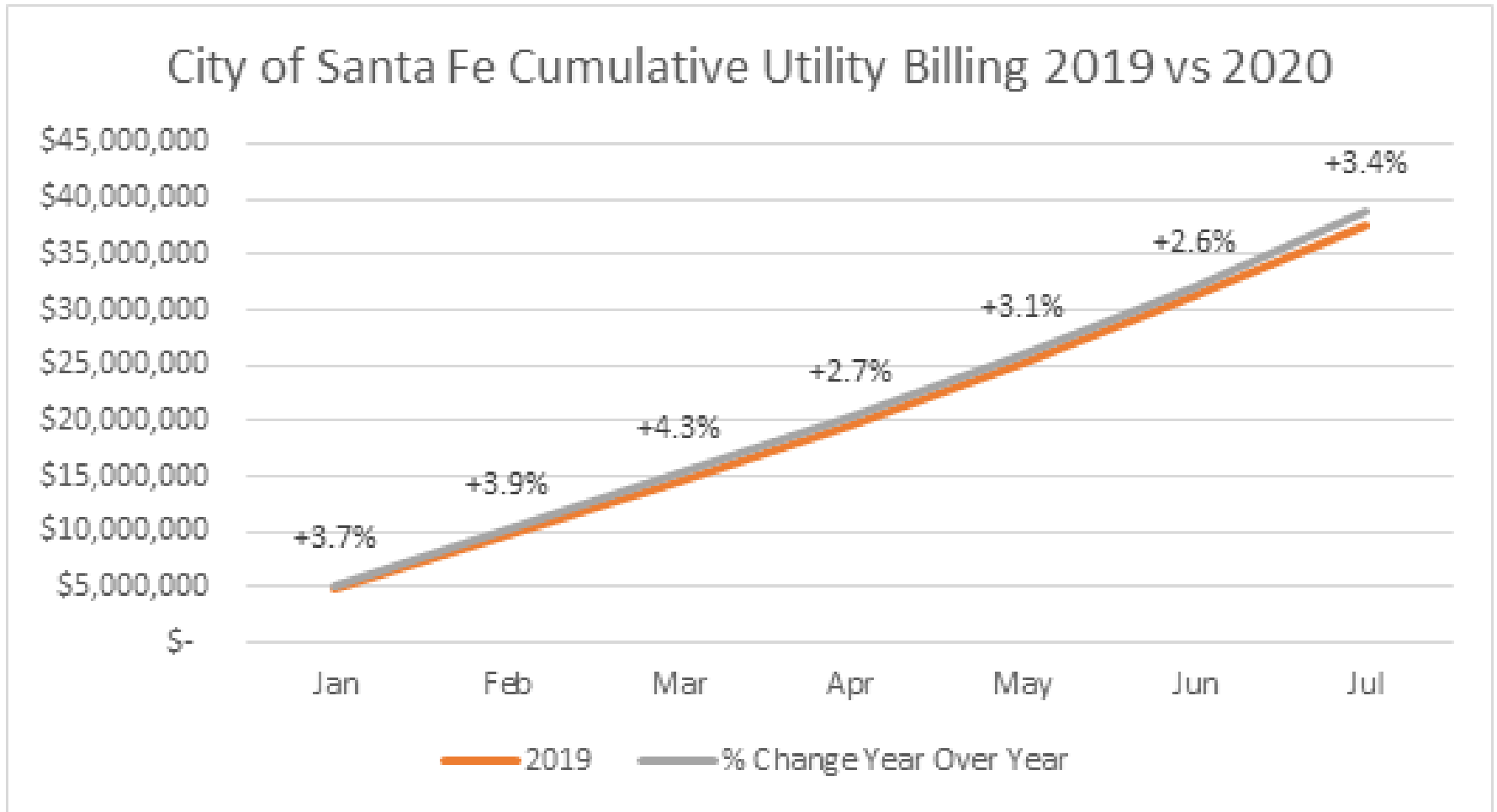
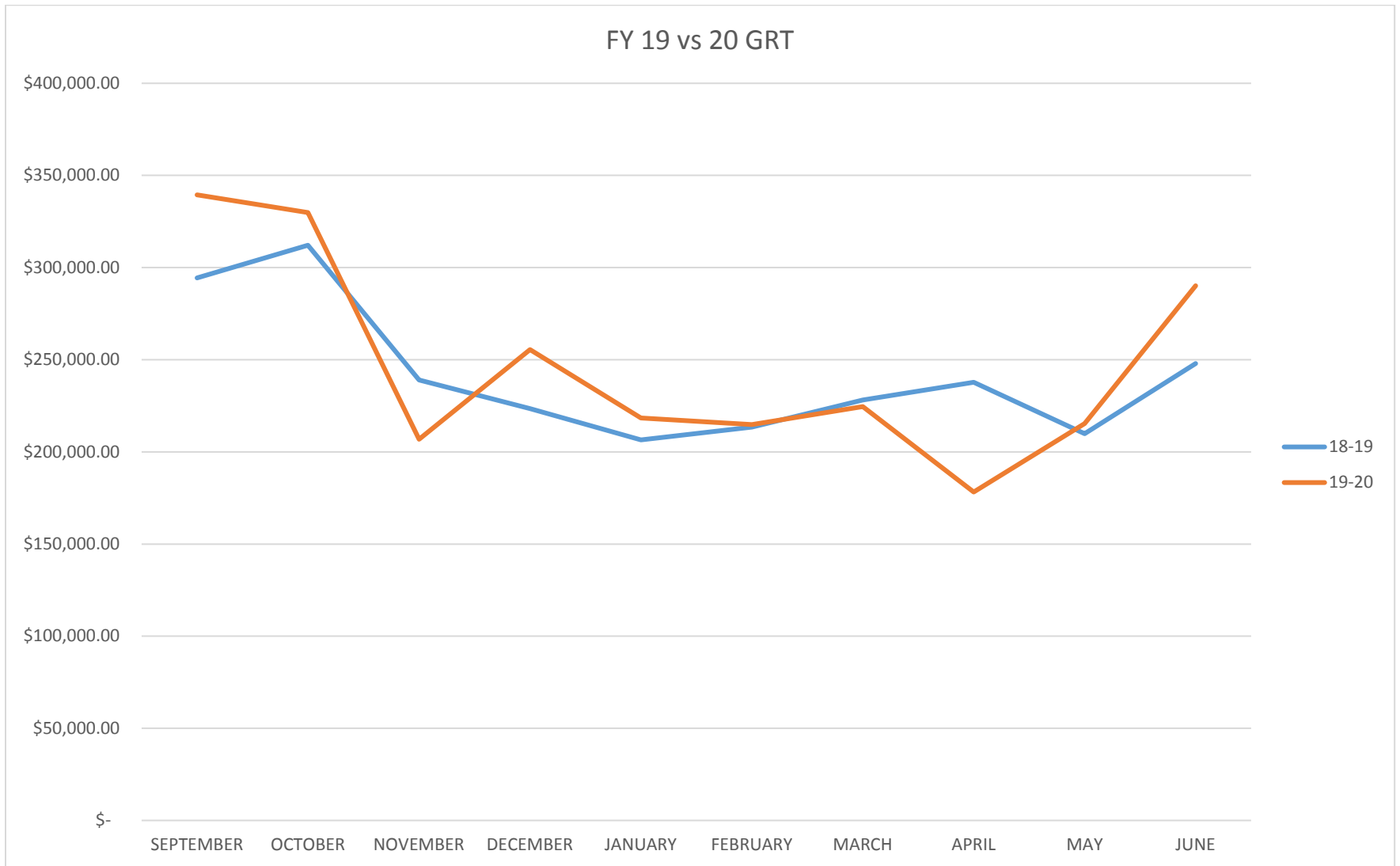


FIGURE 2



**FIGURE 3**








# Memo to Council for Funding all positions SJ JR SS

Final Audit Report

2020-09-30

Created:	2020-09-30
By:	Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu0VvJZLMD22O8EeHzNjD-3XqiaW8T-OK

## "Memo to Council for Funding all positions SJ JR SS" History

-  Document created by Jamie-Rae Diaz (jldiaz@ci.santa-fe.nm.us)  
2020-09-30 - 6:57:13 PM GMT- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature  
2020-09-30 - 6:57:46 PM GMT
-  Email viewed by Shannon Jones (swjones@santafenm.gov)  
2020-09-30 - 7:19:02 PM GMT- IP address: 174.237.7.15
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)  
Signature Date: 2020-09-30 - 7:19:15 PM GMT - Time Source: server- IP address: 174.237.7.15
-  Agreement completed.  
2020-09-30 - 7:19:15 PM GMT

e.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202284

Contractor: Interfaith Community Shelter (Pete's Place)

Description: Lease renewal (4 years)

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 10/14/2020 Term End Date: 10/13/2024

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

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

**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**

3. Procurement History: \_\_\_\_\_

N/A N/A (Oct 2, 2020 15:41 MDT) Oct 2, 2020  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: not a procurment - Does not require CPO approval.

4. Funding Source: In kind community services Org / Object: \_\_\_\_\_

Alexis Lotero Alexis Lotero (Oct 2, 2020 14:17 MDT) Oct 2, 2020  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Rich Brown Phone # 505-670-0559

Email: rdbrown@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



**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 (§ 10-7 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. O. 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]



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)  
2020-09-18 - 5:11:29 PM GMT- IP address: 104.47.65.254
-  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









# GB ECON LEASE TO INTERFAITH OFF CERRILLOS

Final Audit Report

2020-10-02

Created:	2020-10-02
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiPs4rRIUwzd8pO37vf4Fw_4XxliPqj0v

## "GB ECON LEASE TO INTERFAITH OFF CERRILLOS" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)  
2020-10-02 - 7:25:13 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2020-10-02 - 7:29:25 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2020-10-02 - 8:12:42 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2020-10-02 - 8:17:14 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to N/A (fadunaway@santafenm.gov) for signature  
2020-10-02 - 8:17:16 PM GMT
-  Email viewed by N/A (fadunaway@santafenm.gov)  
2020-10-02 - 9:39:41 PM GMT- IP address: 104.47.64.254
-  Document e-signed by N/A (fadunaway@santafenm.gov)  
Signature Date: 2020-10-02 - 9:41:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2020-10-02 - 9:41:34 PM GMT