City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
NOVEMBER 04, 2020
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

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

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

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

Agenda: The agenda for the meeting will be posted at 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. Approval of the Minutes from the October 21, 2020 Quality of Life Committee Meeting.
6. **PRESENTATIONS**

a. Santa Fe Homeless and Housing Interim Needs Report. (Marisol Atkins, Consultant)

b. Discussion on proposed use of CARES ACT funds for an extended stay hotel property to be owned and operated by the Housing Trust. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

7. **ACTION ITEMS: CONSENT**

a. Request for the Approval of a Non-Client Agreement Collaborative Member Agency in the Total Amount of $390,000.00 for Opiate Outreach Services. New Mexico Behavioral Health Services Division via Falling Colors. (Andres J. Mercado, Battalion Chief - MIH; ajmercado@santafenm.gov, (505)955-3604).

Committee Review:
Quality of Life Committee: 11/04/2020
Finance Committee: 11/30/2020
Governing Body: 12/09/2020

b. Request for the Approval of 2019 – 2020 CAPER to be submitted to HUD (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee Review:
Community Development Committee: 10/21/20
Finance Committee: 11/02/20
Quality of Life 11/04/20
Governing Body: 11/10/20

c. Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

Committee Review:
Finance Committee: 11/02/20
Quality of Life Committee: 11/04/20
Governing Body: 11/10/20

d. Request for the Approval of a Sole Source Vendor for a 4 year term in the Total Amount of $224,424.96 for Oliver Food Products food trays and seal lidding. Oliver Food Products; Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov : 505-955-4710

Committee Review:
Finance Committee: 11/02/2020
Quality of Life: 11/04/2020
Governing Body: 11/10/2020

e. Request for the Approval of 2021 Employee Calendar. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov 505-955-6591)

Committee Review:
Finance Committee meeting: 11/02/2020
Quality of Life Committee: 11/04/2020
Governing Body: 11/10/2020

f. Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs. (Sam Burnett, Public Works Project Administrator, jsburnett@santafenm.gov, (505) 955-9533 and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 995-6303)

Committee Review:
Quality of Life Committee: 11/04/2020
Public Works & Utilities Committee: 11/09/2020
Governing Body: 11/10/2020

g. Consideration of Resolution No. 2020-__: A Resolution Urging the Legislature of the State of New Mexico to Repeal the Statutory Provisions Preempting Stricter County and Municipal Regulation of the Sale of Cigarettes, Tobacco Products, and Electronic Smoking Devices. (Councilors Romero-Wirth and Cassutt-Sanchez) (Rich Brown, Economic Development Director, rdbrown@santafenm.gov, 955-6625)

Committee Review:
Quality of Life Committee: 11/4/20
Public Works and Utilities Committee: 11/9/20

Governing Body: 11/10/20

h. Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Public Works and Utilities Committee: 10/26/2020
Quality of Life Committe: 11/4/2020
Public Works and Utilities Committee: 11/9/20
Special Finance Committee: 11/16/2020
Special Governing Body Meeting: 11/18/20

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

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

12. **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.

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
OCTOBER 21, 2020
5:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Start: 5:00pm

2. ROLL CALL

Members Present:

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

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Kyra Ochoa, Community Services Department Director
Julie Sanchez, Attendee
Eli Isaacson, Attendee
Sally Paez, Attendee
Jesse Roach, Attendee
Gino Rinaldi, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the agenda as amended.

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

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

Against: None

Abstain: None

Item 6b is being revaluated and is being postponed by staff.

4. **APPROVAL OF CONSENT AGENDA**

Councilor Michael Garcia wishes to move item 6d from the consent agenda to the discussion agenda.

Councilor Jamie Cassutt-Sanchez wishes to move item 6d from the consent agenda to the discussion agenda.

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the consent agenda as amended.

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

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

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Approval of October 7, 2020 Quality of Life Committee Meeting Minutes

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

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

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

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of Multiple Sub-Contracted Agreements in the Total Amount of ($69,560) for (Alternative to Detention Services for the Youth of Santa Fe for Four (4) years) from State of New Mexico CYFD Agreement No. 21-20846; (Multiple Vendors). (Julie Sanchez, Children and Youth Program Manager, jjsanchez@santafenm.gov, 955-6678)

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

b. Request for Approval of Contract Amendment No.1 to Professional Service Contract – Change of Scope of Work as Requested by Contractor St. Elizabeth Shelter. (Julie Sanchez, Children and Youth Program Manager, jjsanchez@santafenm.gov, 955-6678)

Item 6b was postponed by staff.

c. Request for Approval of Multiple Service Agreements in the Total Amount of ($3,749,652) for Prevention and Intervention Services for the Youth of

Santa Fe for Three (3) Years; (Multiple Vendors). (Julie Sanchez, Children and Youth Program Manager, jjsanchez@santafenm.gov, 955-6678)

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

d. Request to Publish Notice of Public Hearing on December 9, 2020.
BILL NO. 2020-32. An Ordinance Amending Section 14-6.2 SFCC 1987 to Adopt by Ordinance a Maximum of One Thousand (1000) Short-Term Rental Permits in the City, to Prospectively Limit the Number of Short-Term Rental Permits to One Per Natural Person, to Prospectively Limit the Proximity of Short-Term Rental Units, to Require a Local Operator for Short-Term Rental Units, to Adopt Record-Keeping and Reporting Requirements for Short-Term Rental Unit Owners and Host Platforms, and to Clarify Other Provisions of the Short-Term Rental Ordinance; Amending the Land Use Code Definitions in Section 14-12.1 SFCC 1987 as They Relate to Short-Term Rental Units; and Amending Section 12-2.3 SFCC 1987 to Clarify That a Short-Term Rental Unit is not a Group R-1 Occupancy for Purposes of Fire Inspections. (Mayor Webber and Councilors Lindell, Romero-Wirth, and Villarreal) (Elias Isaacson, Planning and Land Use Director, esiasaacson@santafenm.gov, 955-6730; Sally Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

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

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

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

Against: None

Abstain: None

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

COMMITTEE REVIEW:
Quality of Life Committee: 10/21/2020
Governing Body: 10/14/2020

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

f. Request for Approval to Procure Food Products Utilizing the CES Price Agreement up to $75,000 Per Year for a Four Year Term Equaling $300,000 for the Division of Senior Services Nutrition Program; Labatt New Mexico. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710)

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

g. Request for Approval of Purchase of Food Products Utilizing the State Price Agreement which will Exceed $200,000 Per Year for a Four Year Term. We Anticipate that the Division of Senior Services Nutrition Program will Spend an Average of $1,000,000 between FY21 and FY24. The Three Vendors Utilized are Listed as Follows: Sysco, Shamrock Foods, and Ben E. Keith Foods. (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710)

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

h. Request for Approval of the 2021 Quality of Life Committee Meeting Schedule. (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 505-955-6033)

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the item as presented.

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

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

Against: None

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

8. **PRESENTATION**

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING:**

13. **ADJOURN**

End: 6:23pm

Jennifer Fantian

Liaison

Chair

City of Santa Fe, New Mexico
Memorandum

DATE: October 13, 2020

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Chief PB

FROM: Andres J. Mercado, Battalion Chief MIH

ITEM AND ISSUE:
Request for the Approval of a Non-Client Agreement Collaborative Member Agency in the Total Amount of $390,000.00 for Opiate Outreach Services. New Mexico Behavioral Health Services Division via Falling Colors; Andres J. Mercado, Battalion Chief - MIH; ajmercado@santafenm.gov, (505)955-3604.

BACKGROUND AND SUMMARY:
The Substance Abuse and Mental Health Services Administration (SAMHSA) has awarded the First Responders Comprehensive Addiction and Recovery Act (FR CARA) grant to New Mexico Behavioral Health Services Division (BHSD). The City of Santa Fe Fire Department (SFFD) is the sub-recipient of this grant.

Under the grant, the SFFD will hire one (1) FTE Case Manager to increase capacity in the departments Opiate Outreach Program. The SFFD's Opiate Outreach Program uses 911 EMS data to identify individuals who have overdosed on opiates or are identified as being high-risk for such an overdose. With clinical support/supervision from a Clinical Supervisor (Master-level Social Worker) as well as operational support from a Mobile Integrated Health Paramedic, the SFFD Case Managers then provide non-emergency street and home outreach which includes therapeutic case management, navigation to available services, harm reduction training and safety supplies. This grant will also fund needed equipment, training and safety supplies (naloxone kits, outreach supplies, office supplies, travel, registration, etc.) as outlined in the BHSD approved budget.

The SFFD was awarded the four-year grant in September 2019, but due to BHSD and COVID-19 complications, the City was unable to take advantage of the first year of funding. If this funding becomes available as a no-cost extension at the end of the grant, additional funding will come before the Committees and Council for approval as appropriate.

PROCUREMENT METHOD:
Acceptance of a four-year grant awarded to SFFD by SAMHSA and BHSD; therefore, no procurement methods executed.

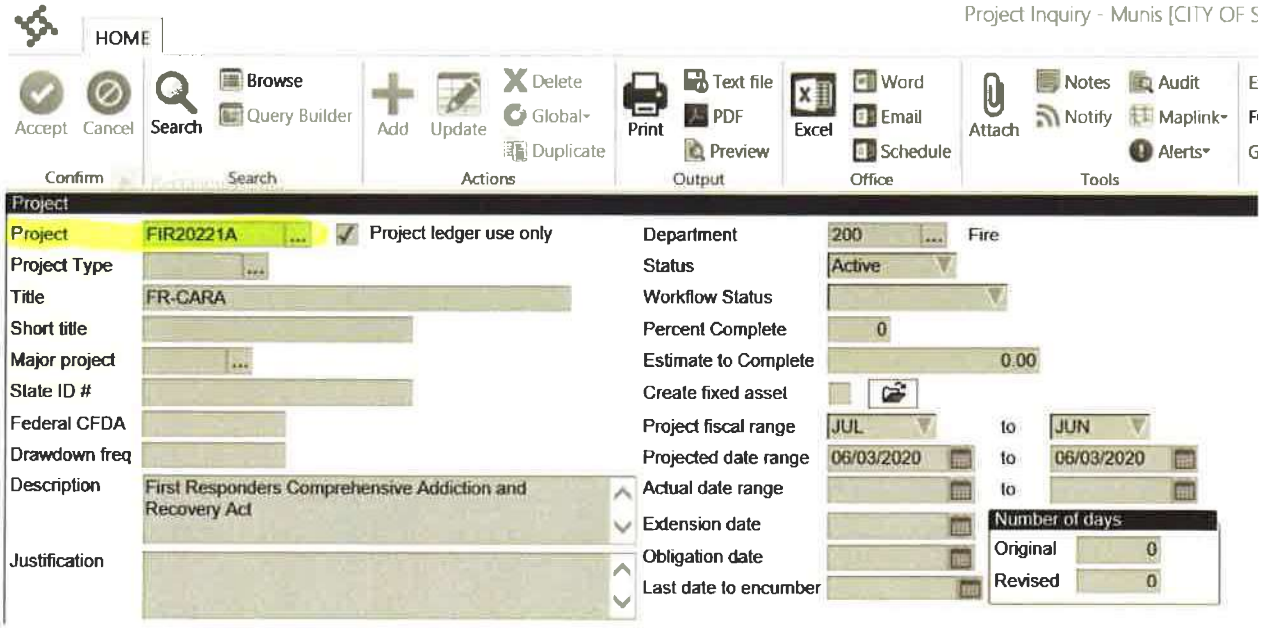
CONTRACT NUMBER:
The FY2 Munis contract number is 3201924.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Emergency Services/Fund 221
Munis Org Name/Number: FIR SS SR/2210181
Munis Object Name/Number: NM Human Services Dept-IFT/490720
Munis Project Number: FIR20221A

ACTION REQUESTED:
Santa Fe Fire Department respectfully requests your review and acceptance of the First Responders Comprehensive Addiction and Recovery Act (FR CARA) grant.


HOME
Account Inquiry - Munis [CITY OF SANTA FE]
Accept
Cancel
Search
Browse
Query Builder
Segment Find
Add
Update
Delete
Global
Duplicate
Print
Text file
PDF
Preview
Excel
Word
Email
Schedule
Attach
Notes
Notify
Audit
Maplink
Alerts
Detail
Months
Totals
Project Strings
User Defined Fields
Confirm
Search
Actions
Output
Office
Tools
Menu
Account
Fund 221 EMRGSVC
Org 2210181 FIR SS SR
Object 490720 NM HumSvcl
Project
Acct 221-15-20-2100-181-00-000-490720-
Acct name NM Human Services Dept-IFT
Account Notes
Type Revenue
Status Active
Rollup
Sub-Rollup
MultiYr Fund
4 Year Comparison
History
Yr/Per 2020/01
Fiscal Year 2020
Fiscal Year 2019
Fiscal Year 2018
Fiscal Year 2021
Original Budget
Transfers In
Transfers Out
Revised Budget
Actual (Memo)
Encumbrances
Requisitions
Available
Percent used
1 of 1


HOME
Project Inquiry - Munis [CITY OF S
Accept
Cancel
Search
Browse
Query Builder
Add
Update
Delete
Global
Duplicate
Print
Text file
PDF
Preview
Excel
Word
Email
Schedule
Attach
Notes
Notify
Audit
Maplink
Alerts
Confirm
Search
Actions
Output
Office
Tools
Project
Project FIR20221A
Project ledger use only
Project Type
Title FR-CARA
Short title
Major project
State ID #
Federal CFDA
Drawdown freq
Description First Responders Comprehensive Addiction and Recovery Act
Justification
Department 200 Fire
Status Active
Workflow Status
Percent Complete 0
Estimate to Complete 0.00
Create fixed asset
Project fiscal range JUL to JUN
Projected date range 06/03/2020 to 06/03/2020
Actual date range to
Extension date
Obligation date
Last date to encumber
Number of days
Original 0
Revised 0

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Falling Colors Corporation "Falling Colors"

Procurement Title: FR CARA Grant

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A: Revenue*

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

Department Requesting Fire Department Staff Name Andres J. Mercado

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Andres J. Mercado — Battalion Chief MIH — 10/13/2020

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

Fran Dunaway 10/15/20

Fran Dunaway (Oct 15, 2020 12:00 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract# 3201924

Contractor: Falling Colors Corporation

Description: FR CARA Grant (Revenue to City)

Contract ■ Agreement ○ Lease/Rent ○ Amendment ○

Term Start Date: 10/01/2019 Term End Date: 09/23/2020

☐ 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)

3. **Procurement History: First year of a three year contract**

Purchasing Officer Review: Fran Dunaway (Oct 15, 2020 12:00 MDT) Date: Oct 15, 2020

Comment & Exceptions: Revenue generated -Grant Collaborative Agreement with State of NM

4. **Funding Source: NM Human Services Dept. IFT Org / Object: 2210181.490720 Project# FIR20221A**

Budget Officer Approval: Alexis Lotero (Oct 15, 2020 10:30 MDT) Date: Oct 15, 2020

Comment & Exceptions: _____

Staff Contact who completed this form: Andres J. Mercado Phone # (505)629-6255

Email: ajmercado@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE
FIRE/EMS	PAGE 1 of 2				05/29/2020
ITEM DESCRIPTION	**ORG**	**OBJECT**	**PROJECT**	**INCREASE**	**DECREASE**
EXPENDITURES				{enter as positive #}	{enter as negative #}
Salaries (General)	2210181	500110	FIR20221A	239,598	
Out of State Transportation ("Airfare and Ground Transport")	2210181	560500	FIR20221A	4,400	
Out of State Per Diem ("Hotel and Perdiem")	2210181	560200	FIR20221A	7,200	
Local Transportation	2210181	560450	FIR20221A	23,226	
Registration	2210181	560700	FIR20221A	6,000	
Operating Supplies ("Naloxone kits + EMT Supplies")	2210181	530200	FIR20221A	90,015	
Office Supplies ("Medical forms, Pens, Copy paper")	2210181	530100	FIR20221A	2,221	
Uniform Clothing & Linen	2210181	530500	FIR20221A	540	
Data Processing	2210181	570800	FIR20221A	10,500	
REVENUES				{enter as negative #}	{enter as positive #}
NM Human Services Dept-IFT	2210181	490720	FIR20221A	(383,700)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
NMBHSD has been awarded a federal grant (SAMHSA FR CARA) for opiate outreach. SFFD is a subrecipient of this grant. The grant will fund: a 1.0FTE Case Manager along with supplies and travel.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	0

Andres J Mercado 09/23/2020
Prepared By {print name} Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Division Director {optional} Date

Finance Director {≤ $5,000} Date

Paul Babcock Oct 1, 2020
Department Director Date

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		DATE
FIRE/EMS	PAGE 2 of 2	05/29/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Food	2210181	530400	FIR20221A	3,600	
In State Per Diem	2210181	560250	FIR20221A	2,700	
REVENUES				{enter as negative #}	{enter as positive #}
NM Human Services Dept-IFT	2210181	490720	FIR20221A	(6,300)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
NMBHSD has been awarded a federal grant (SAMHSA FR CARA) for opiate outreach. SFFD is a subrecipient of this grant. The grant will fund: a 1.0FTE Case Manager along with supplies and travel.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	0

Andres J Mercado — 09/23/2020
Prepared By {print name} — Date

Division Director {optional} — Date

Paul Babcock — Oct 1, 2020
Department Director — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

FALLI-1

OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2020

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

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

PRODUCER
505-988-4425
Blue Chip Insurance Agency
P.O. Box 5355
1040 Don Diego
Santa Fe, NM 87502
Jay W. Winter

CONTACT NAME: Jay W. Winter
PHONE (A/C, No, Ext): 505-988-4425
FAX (A/C, No): 505-988-7454
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Co.	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FALLING COLORS TECH & CORP
Attn: Leon Lopez, CFO
125 Lincoln Ave., Ste 223
Santa Fe, NM 87501

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP 047 82 50	02/27/2020	02/27/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY			EPP 047 82 50	02/27/2020	02/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			EPP 047 82 50	02/27/2020	02/27/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
P.O.Box 909
Santa Fe, NM 87502

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
Jay W. Winter

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NON-CLIENT AGREEMENT ITEM#_____
COLLABORATIVE MEMBER AGENCY NON-MEDICAID SERVICES

City of Santa Fe

FY20

THIS CONSULTANT VENDOR AGREEMENT (Agreement) FOR THE BEHAVIORAL HEALTH COLLABORATIVE MEMBER AGENCIES (Collaborative) NON-MEDICAID SERVICES is entered into by and between FALLING COLORS CORPORATION ("Falling Colors"), and City of Santa Fe ("**Vendor**"). THE PARTIES MUTUALLY AGREE:

DEFINITIONS

In this Agreement, the following terms shall be understood to carry the following meanings:

1. **Behavioral Health Billed Projects**:
   A 'Project' is defined as specific funding for a clearly defined intention with a target population and approved service mix under which one or more providers may be participating. Projects can be supported by multiple funding streams as defined by the Collaborative.

2. **BHSDStar System**:
   An information management system integral to the operation of non-Medicaid behavioral health services which supports multiple functions, including but not limited to registration of Vendors and Clients, billing and data reporting. All references to the BHSDStar System shall be understood to include any future version or iteration of the BHSDStar System, as well as any complementary or ancillary system, developed by Falling Colors for the Collaborative.

3. **Collaborative or The Interagency Behavioral Health Purchasing Collaborative:**
   The Collaborative, established pursuant to NMSA 1978, §9-7-6.4, is responsible for planning, designing and directing the statewide Behavioral Health System.

4. **Vendor Manual**:
   A resource for behavioral health vendors and providers, updated periodically, to communicate any pertinent information to providers of non-Medicaid behavioral health services.

5. **Consultant**:

Behavioral health service provider, NOT providing direct client treatment services.

6. **State Scope of Work ("SOW"):**
   A description of the agreed upon terms of work to be completed in the execution of the Agreement. The SOW may or may not include a fee schedule in addition to or in place of a description of work.

7. **Vendor Manual:**
   A resource for behavioral health vendors and providers, updated periodically, to communicate any pertinent information to providers of non-Medicaid behavioral health services.

ARTICLE 1

Once executed by Falling Colors, this Agreement shall become effective on the date it is executed.

ARTICLE 2

SCOPE OF WORK (STATE SOW); ENTIRE AGREEMENT

A. STATE SOW

The Vendor shall deliver the behavioral health projects and perform the work described in the State SOW. If the Vendor is delivering more than one behavioral health project there will be a State SOW section within the BHSDStar system for each project for which the Vendor is permitted to be reimbursed by Falling Colors through Collaborative funding sources.

The State SOW can be attached to this agreement or detailed in the BHSD Star system. Vendor must attest either electronically or in writing to be bound by the SOW in BHSDStar system. In some cases, a SOW will not be applicable in which case a fee schedule will be provided.

B. AGREEMENT

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This Agreement, any State SOW, and the Vendor Manual which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.

Vendor understands that the State SOW and the Vendor Manual may be updated from time to time and understands that execution of this Agreement also constitutes acceptance of additional or modified information included in all such updates.

C. VENDOR REQUIREMENTS ESTABLISHED BY STATE

Vendor understands and agrees that all services approved to be provided under the State SOW, applicable funding source and reimbursement rates are determined by Collaborative Member Agencies and not by Falling Colors. Vendor agrees to address any concerns regarding the State SOW directly to the appropriate Collaborative Member Agency and not to Falling Colors.

ARTICLE 3

INSURANCE REQUIREMENTS

A. LIABILITY INSURANCE. Each party agrees to and shall at all times during the term of this Agreement, obtain and keep in force liability insurance, including coverage for Commercial General Liability against claims for bodily injury, personal and advertising injury, and property damage, including contractual liability coverage; Professional Liability; Workers' Compensation and Employer's Liability; and Business Automobile Liability coverage (if applicable). Such insurance shall be written by an insurance company licensed to do business in New Mexico and shall cover liability which might arise under this Agreement including but not limited to the provision of services under this Agreement. Falling Colors and the Collaborative shall be identified as an additional named insured on Vendor's Commercial General Liability policy Each party shall provide the other with at least thirty (30) days prior written notice in the event any policy required to be maintained hereunder is cancelled or non-renewed. A copy of the insurance certificate shall be provided to Falling Colors upon request by Falling Colors or Collaborative Member Agency, within three (3) Business Days.

B. EMPLOYEES AND RESPONSIBILITIES; INDEPENDENT CONTRACTORS. Vendor will be responsible for and shall ensure that all of its employees and independent contractors are bound by, and meet the terms and conditions of, this Agreement at the time of providing services. Failure of such employees or

independent contractors to meet such terms and conditions, including without limitation, credentialing requirements, will be a breach of this Agreement. All payments obligated by Falling Colors shall be paid to Vendor and Vendor will be solely responsible for payments to its employees and independent contractors who may have provided services. Vendor agrees to defend, indemnify and hold Falling Colors and the Collaborative harmless for any claims, damages, actions, losses, penalties, fines, or judgments arising from any employee or independent contractor of Vendor.

ARTICLE 4

COMPENSATION

For services satisfactorily performed pursuant to this Agreement, the Vendor shall be paid by Falling Colors as detailed in the State SOW located in the BHSDSTAR system. The State Fiscal Year Allocation ("State Allocation") for each Vendor's Behavioral Health program described in the Vendor's State SOW shall be available to the Vendor within the BHSDStar system. Such State Allocation may be revised from time to time during the Fiscal Year and is subject to the availability of State and Federal funding. The Vendor's State Allocation is neither a guaranty nor an entitlement to the State Allocation. Payment rates include any New Mexico Gross Receipts taxes and other taxes as applicable. Vendor is responsible for the payment of all applicable taxes. Submission of billing by Vendor may be made through the methods described by Falling Colors in the Vendor Manual, located at www.BHSDStar.org. All permitted services and payment rates are subject to change from time to time without any prior notice to the Vendor. These decisions will be made by the Collaborative Member Agency.

1. **Grievances:** Should the Vendor have questions regarding payment the Vendor should address their questions, comments, or concerns to support@bhsdstar.org. Falling Colors will provide reasonable help to Vendor in these types of requests or will forward those requests to the Collaborative. In the event that Vendor is dissatisfied with any decision related to payment, Vendor agrees to address its grievance or dissatisfaction solely with the Collaborative Member Agency.

2. **Gross Receipts and Other Taxes:** Vendor understands and agrees that it is solely responsible for calculation and payment of New Mexico Gross Receipts Tax, personal income tax, and any other tax that may be payable as a result of any funds paid to it by Falling Colors or the Collaborative Member Agencies.

3. **Data submission required for payment:** The Vendor's payment for services is conditioned upon its submission of all required data and information. The Vendor shall notify Falling Colors regarding any significant changes in its ability to collect information relative to required data submissions for payment. Failure to comply with any reporting and/or data submission requirement for payment may result in

non-payment, delay of payment and/or termination of this Agreement and will be a breach of this Agreement.

ARTICLE 5

APPROPRIATIONS

The performance of this Agreement is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government and provided to Falling Colors to disburse to the Vendor. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, a decrease, determined solely by the Member Agencies, in the amount of funds available for the Vendor's State Allocation for reimbursement by Falling Colors may occur with notification found in BHSDStar.

ARTICLE 6

TERM

This Agreement shall commence on the date this Agreement is executed and continue thereafter unless terminated earlier pursuant to the Article 7 of this Agreement.

ARTICLE 7

GROUNDS FOR TERMINATION

A. GROUNDS FOR TERMINATION. Falling Colors or Vendor may terminate or suspend the whole or any part of this Agreement as follows:

1. Falling Colors and Vendor may mutually agree to terminate this Agreement.

2. Falling Colors may terminate this Agreement without cause upon thirty (30) days written notice to the Vendor.

3. Vendor may terminate this Agreement without cause upon one hundred twentythirty (30) days written notice to Falling Colors.

4. Falling Colors may terminate this Agreement upon ten (10) days written notice if the Vendor fails to comply with any term, condition, requirement or provision of this Agreement or corrective action plan provided by Falling Colors or the Collaborative

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Member Agency or immediately if the Vendor becomes unable to perform the services set forth under this Agreement.

5. If, during the term of this Agreement, the Vendor or any of its officers, employees or agents commits fraud, embezzlement or other serious misuse of contract funds, Falling Colors may terminate this Agreement immediately upon written notice to the Vendor.

6. Falling Colors may terminate this Agreement pursuant to the Appropriations Article of this Agreement or if its contract with the Collaborative is terminated.

7. Falling Colors may immediately terminate this Agreement due to Vendor's loss, suspension, restriction, probation, voluntary relinquishment, or any other adverse action taken against any of Vendor's licenses or certifications necessary to perform the services under this Agreement, or loss of insurance.

8. Falling Colors may immediately suspend this Agreement if it has been determined by an appropriate entity that the health, safety or welfare of Clients may be jeopardized by the continuation of this Agreement. Under direction from the Member Agency, Falling Colors may terminate this Agreement after the suspension given.

If a party terminates this Agreement under Articles 7, such party giving notice shall also provide a copy of such notice of termination to the Collaborative Member Agency.

B. NO NULLIFICATION. By the methods of termination provided in this subsection neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED EITHER PARTY IN SUCH CIRCUMSTANCES AS DEFAULT/BREACH OF CONTRACT.

C. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary herein, all provisions in this Agreement regarding any obligations of the Vendor, which by their nature and whether specifically identified or not, continue beyond the termination of this Agreement, and shall survive. Such obligations include, but are not limited to: retention of records; obligations to audit or submit to audits; obligations to disclose or maintain financial records; delivery of services to Clients, treatment vendors, consultants, Falling Colors, or the State of New Mexico; Vendor Manual requirements, and/or the transition of Clients obligations of confidentiality.

ARTICLE 8

TERMINATION; TRANSITION MANAGEMENT

A. TERMINATION. If this Agreement is terminated pursuant to the provisions of this Agreement, or if the parties mutually agree to discontinue their contractual

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relationship, or upon expiration of the term of the Agreement, immediately upon receipt by either Falling Colors or the Vendor of written notice of termination, the Vendor shall:

1. Not incur any further obligations for salaries, services or any other expenditures of funds under this Agreement without the written approval of Falling Colors;

2. Continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Falling Colors or the Collaborative Member Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for this Agreement. In this event Falling Colors, shall at the direction of the Collaborative, extend the term until all transition of services are completed;

3. Make all reasonable efforts to ensure that the transition of services to another Vendor is effected with minimal disruption of services to Clients, including but not limited to: (1) complying will all directives issued by Falling Colors or the Collaborative Member Agencies; (2) providing a list of all Clients, together with expected or anticipated needs, who will be affected by the termination; and (3) preservation and transfer of any and all property of Falling Colors and Client records generated under this Agreement

4. On or prior to the date of termination of this Agreement, the Vendor where applicable shall furnish to Falling Colors:

    a. A complete detailed inventory of nonexpendable Falling Colors and Collaborative property as defined in the Property Article of this Agreement, and

    b. A final closing of the financial records and books of accounts which were required to be kept by the Vendor under the provision of this Agreement regarding financial records.

B. **TRANSITION OBLIGATIONS.** Upon termination of this Agreement, Vendor agrees to comply with the "Transition Protocol" including but not limited to the appropriate transition of data and services that have been terminated, suspended or changed, as required by the State of New Mexico, applicable law, regulation and policy, as may be amended from time to time, including the transfer of relevant records and/or data.

ARTICLE 9

STATUS OF VENDOR

The Vendor, its agents, and employees, are independent contractors performing professional services for Falling Colors and are not employees of Falling Colors. The

Vendor, and its agents and employees, shall not in any circumstance be deemed employees or agents of Falling Colors for any purpose within the meaning or application of any federal or state unemployment or insurance laws or worker's compensation laws or otherwise. Vendor, its agents and employees shall not be entitled to any of the benefits afforded employees of Falling Colors including but not limited to accruing leave, retirement, insurance, bonding, use of Falling Colors property or Falling Colors vehicles, or any consideration not specified in this Agreement. The Vendor acknowledges that it bears sole responsibility for determining how all sums received by it hereunder should be reported for tax purposes and that Falling Colors cannot and has not provided any advice or guidance regarding such reporting.

ARTICLE 10

ASSIGNMENT

The Vendor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Falling Colors.

ARTICLE 11

SUBCONTRACTING

The Vendor is able to subcontract portions of the services to be performed under this Agreement without the prior written approval of Falling Colors. No such subcontract shall relieve the Vendor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment to a third party from Falling Colors. Vendor shall take all reasonable steps to ensure that any subcontractor complies with all provisions of this Agreement. Upon Falling Colors written request, Vendor shall provide Falling Colors with details, records, or information on any subcontracts it has entered into for the performance of a portion of this Agreement within three (3) business days.

ARTICLE 12

CLIENT RECORDS, INFORMATION & BILLING AUDITS

A. **MAINTENANCE OF SERVICE RECORDS.** Vendor shall maintain complete confidential records for the benefit of Clients, the Collaborative Member Agencies and/or Falling Colors, to document the services rendered and sufficient to fulfill the provisions of the State SOW, applicable federal and state laws and regulations, policies and directive of the Collaborative, the Vendor Manual, and any other federal and State requirements. All records maintained pursuant to this Agreement shall be

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available for inspection by Falling Colors, the Collaborative or the Collaborative's designee or State or Federal agencies upon request.

B. **MAINTENANCE OF BILLING RECORDS/AUDITS.** To the extent the Vendor obtains or creates records of treatment of patients or of services provided to patients, Vendor shall also maintain records that verify the delivery of services as billed. Falling Colors reserves the right to audit the Vendor's service/deliverable records and billing records at any time. Falling Colors shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of Falling Colors to recover excessive or illegal payments.

C. **CONFIDENTIALITY.** In accordance with 42 CFR Part 2, as may be amended from time to time, and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information, Vendor shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the Collaborative and/or Falling Colors.

D. **HIPAA.** Provider shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, as may be amended from time to time and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information.

E. **RECORD RETENTION.** Client records shall be retained by the Vendor for a period of ten (10) years from the date of final payment under this Agreement and/or in accordance with all applicable federal and state laws and regulations, policies and directive of the Collaborative, and the Vendor Manual. The records shall be subject to periodic inspections by Falling Colors, and state and federal entities

ARTICLE 13

FINANCIAL AUDIT REQUIREMENTS/REPORTS

A. **STATE AND FEDERAL FUNDS.** A Vendor receiving State or federal funds from Falling Colors shall comply with applicable auditing requirements under the Single Audit Act (SAA) (31 U.S. C. Section 7501, et seq.), all New Mexico State Auditor's rules and regulations, and any other applicable rules and regulations.

B. **FEDERAL FUNDS SUBJECT TO SAA.** A Vendor receiving federal funds in excess of Seven hundred fifty thousand dollars ($750,000) in any single year that are subject to the SAA shall submit to Falling Colors an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.

C. **FEDERAL FUNDS EXEMPT FROM SAA.** A Vendor receiving federal funds in excess of Seven hundred fifty thousand dollars ($750,000) that are otherwise exempt from

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the Single Audit Act or state funds from Falling Colors in excess of one hundred thousand dollars ($100,000) in any single year shall submit to Falling Colors Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

D. AUDIT SUBMISSIONS TO FALLING COLORS. A Vendor receiving state funds from Falling Colors less than one hundred thousand dollars ($100,000) or federal funds less than seven hundred fifty thousand dollars ($750,000) in any single year shall submit to Falling Colors:

1. Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant, or
2. If Financial Statements are not normally prepared by a Certified Public Accountant, internally prepared Financial Statements are acceptable.

E. FINANCIAL REPORT SUBMISSIONS. Applicable annual financial reports shall be submitted to Falling Colors no later than six months following the close of the Vendor's fiscal year.

F. DELIVERY. To ensure proper delivery and receipt, the Vendor shall submit their annual financial reports electronically to:

Falling Colors Corporation
Attn: Controller
Email: support@bhsdstar.org

G. NO REIMBURSEMENT. The Vendor shall not request payment from Falling Colors for the cost of preparation of annual financial reports required by this Article.

H. SUBMISSION. The above provisions are a necessary component of the financial disbursement process and as such financial reporting shall be performed by Vendor and financial reports shall be submitted to Falling Colors. Non-compliance of above annual financial reporting provisions shall be interpreted as "Failure to Perform".

ARTICLE 14

RELEASE

The Vendor understands that all payments provided under this Agreement are funded by the Collaborative and paid through Falling Colors, and agrees that any claim it may have to payments under this Agreement may be made only against the State of New Mexico.

The Vendor, upon final payment of the amount due under this Agreement, releases Falling Colors, its officers and employees, and the Collaborative, from all liabilities, claims and obligations not assumed herein by the State of New Mexico.

ARTICLE 15

PRODUCT OF SERVICES COPYRIGHT

All materials or products developed or acquired by the Vendor under this Agreement shall become the property of the Collaborative and shall be delivered to Falling Colors no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor under the Agreement shall be the subject of an application for copyright by or on behalf of the Vendor.

ARTICLE 16

CONFLICT OF INTEREST

The Vendor represents that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement or that would create the appearance of any conflict. The Vendor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section l0-l6A-l et. seq. NMSA l978) and Governmental Code of Conduct (Section 10-16-1 et seq. NMSA 1978), as applicable. The Vendor represents and warrants that the services to be performed under this Agreement shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

ARTICLE 17

AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and except as may otherwise be set forth in this Agreement. In accordance with changes in the Collaborative and/or Falling Colors policy, this Agreement shall to comply with current policy, rules, regulations, appropriations, grants and law.

The Vendor shall provide at least thirty (30) days' prior written notice to Falling Colors of Vendor's intent to diminish, materially change, or substantially reduce services provided under this Agreement, provided that, Vendor shall continue to provide that same level of services during that thirty (30) day period.

ARTICLE 18

COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by applicable laws of the State of New Mexico and applicable federal laws, including but not limited to the comprehensive Alcohol and

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Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. Section 290 dd-1, et seq. and the Public Health Service Act 42 U.S.C. Sections 300x, et seq., and 42 CFR (Code of Federal Regulations) Part 96 hereafter referred to as the "Act"), 45 CFR (Code of Federal Regulations), Part 96, Americans With Disabilities Act of 1990 and any other applicable laws and regulations as currently enacted or as amended or modified in the future. Vendors shall have TTY services and/or are accessible through 711 telecommunication systems.

ARTICLE 19

COMPLIANCE WITH EMPLOYMENT LAWS

The Vendor hereby agrees to comply with the Civil Rights Act of l964 (42 U.S.C. 2000e, et seq.), Title IX of the Education Amendments of l972 (20 U.S.C. l68l, et seq.), Section 504 of the Rehabilitation Act of l973 (29 U.S.C. 794 et seq.), Age Discrimination Act of l975 (42 U.S.C. 6l0l, et seq.), the Americans with Disabilities Discrimination Act of l990 (42 U.S.C. l2l50, et seq.), Workers Compensation laws, and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, veteran's status, handicap or disability. The Vendor also agrees to comply with all relevant rules, regulations, and orders of the Secretary of Labor.

This Agreement is binding on the Vendor, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from Falling Colors or retain possession of any property belonging to Falling Colors.

ARTICLE 20

POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

ARTICLE 21

LOBBYING

The Vendor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq., NMSA 1978, and applicable federal law.

ARTICLE 22

PENALTIES

New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

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ARTICLE 23

NON –WAIVER

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this Agreement.

ARTICLE 24

NOTICES

Notice shall be provided in a manner reasonably calculated to ensure actual receipt by the intended recipient. If the recipient affirmatively acknowledges receipt, notice shall be deemed to have been given. Otherwise, notice shall be deemed given if given by using two (2) of the following delivery methods: (i) in person, (ii) by electronic mail, (iii) by courier service, or (iv) by U.S. first class mail postage prepaid.

Notices shall be delivered to:

To:

Falling Colors
Controller
125 Lincoln Ave #223
Santa Fe, NM 87501
support@bhsdstar.org

Behavioral Health Collaborative:
ASO Manager
Behavioral Health Services
37 Plaza la Prensa
Santa Fe, NM 87502
Fax: 505.476.9277
BHSD.ASO@state.nm.us

City of Santa Fe
Address: 200 Murales Road, Santa Fe, NM 87501
Attn: Andres Mercado
Phone: (505) 955-3604
Email: ajmercado@santafenm.gov

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ARTICLE 25

SPECIAL PROVISIONS

A. **PROGRAM EVALUATIONS.** In order to monitor the performance of services and compliance with the provisions of this Agreement by the Vendor, employees of Falling Colors and/or State and Federal agencies which have provided funds under this Agreement, or their duly authorized representatives, shall visit the offices of the Vendor when necessary to examine the Vendor's operations and records. Vendor shall cooperate with such examinations.

B. **PROGRAM OUTCOME AND/OR PROCESS EVALUATIONS.** Vendor agrees to comply with requests and timeframes for information and/or data from Falling Colors and/or the Collaborative for the purpose of outcome and/or process evaluations as may be required by the Collaborative to compile reports to support program performance and Client progress and to comply with grant reporting requirements.

C. **FORCE MAJEUR.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemics, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or default caused by public carriers which cannot reasonably be forecast or provided for.

D. **FRAUD AND ABUSE COMPLIANCE.** Vendor agrees to comply with the Vendor Manual, as revised from time to time, which is incorporated herein by this reference and found at www.BHSDStar.org including, but not limited to, Falling Colors fraud and abuse compliance plan, policies and procedures. Vendor agrees to fully cooperate in good faith in a reasonable and timely manner with all requests, investigations, corrective action, and other activities to facilitate Falling Colors' obligations under Falling Colors' Contract with the Collaborative contract to identify, investigate, and take appropriate corrective action against fraud and/or abuse in the delivery of services to Clients

ARTICLE 26

RESOLUTION OF DISPUTES

Falling Colors and Vendor will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within thirty

(30) days following the date one party sent written notice of the dispute to the other party, either party may demand mediation by providing written notice of a dispute to the other party. When a party has demanded mediation under this provision, the parties agree to attend mediation in good faith within ninety (90) days of such notice, or by such other date as the parties may mutually agree to.

If the parties are unable to agree to a mediator, both parties will select a non-employee representative and those representatives shall select a mediator.

Neither party may proceed to litigation unless mediation has occurred and been unsuccessful under this provision.

Any litigation occurring under this provision will take place in the First Judicial District Court in Santa Fe, New Mexico, and shall be governed by the laws of New Mexico.

ARTICLE 27

SEVERABILITY

Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically severable and the balance of this Agreement shall remain in full force and effect.

ARTICLE 28

OTHER PROVISIONS

A. **TIME IS OF THE ESSENCE.** Time is of the essence in every provision of this Agreement.

B. **HEADINGS.** Headings are for reference purposes only and have no substantive effect.

C. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and delivery of a signed facsimile copy or delivery of a signed copy by email will have the same effect as delivery of a signed original.

D. **ADDITIONAL DOCUMENTS.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

Scope of Work

City of Santa Fe

Lead Agency: BHSD
State Fiscal Year: SFY21 (July 1,2020 - June 30,2021
Services: Non-Client Services
Billing Type: Invoice
Funding: Federal Funds
Fund Pool: BG50 : CARA
Project: CARA
CFDA# (If Applicable): 93.788

Funding Category	Funding Source	Funding Code	Funding Amount
FR CARA Carry Forward (to be spent by 9/29/20)	FR CARA	BG50	$97,500
FR CARA 25% (to be spent by 9/29/20)	FR CARA	BG50	**$32,500**
FR CARA 75% (to be spent by 6/30/21)	FR CARA	BG50	**$97,500**
Total			**$227,500**

The City of Santa Fe will receive $227, 500 for the period of July 1, 2020 through June 30, 2021. The City of Santa Fe will perform the work outlined in this Scope of Work and any attached Appendices which are hereby incorporated and made a part of the Agreement. All vendors/providers who receive funds from the Behavioral Health Services Division (BHSD)/Behavioral Health Collaborative and provide behavioral health services must be enrolled as an approved Medicaid provider in order to receive funding. The BHSD/Behavioral Health Collaborative is the payor of last resort for behavioral health services for adults and children covered by Medicaid. When a Medicaid covered service is provided to a Medicaid eligible client, those services must be billed to Medicaid.

This does not mean that programs and services that are require anonymity (e.g., domestic violence, sexual violence, shelters, etc.) will be billed to Medicaid. This does not apply to providers and agencies receiving funds under BHSD Prevention programs. There are no changes in billing for these providers or agencies

Based on Covid-19 restrictions, OSAP will be flexible with due dates and deliverables. As circumstances dictate OSAP will communicate guidance as needed. Please keep OSAP apprised of barriers and challenges in carrying out activities and meeting deadlines.

If public health conditions such as COVID 19 or other emergency conditions preclude the safety of in person meetings, training, collaboration, and technical assistance activities may be conducted in person or via video conferencing.

A. This scope of work is between Falling Colors and the City of Santa Fe for the Behavioral Health Services Division of the New Mexico Human Services Department. This agreement is expressly to create and operate an overdose survivor follow up pilot program to expand naloxone availability and reduce opioid overdose death through the City of Santa Fe's Fire Department Mobile Integrated Health Office (MIHO). Payment will be based upon delivery of the following tasks as listed in Section C.

B. The City of Santa Fe will perform the following work:

1. Hire a Navigator to assist the Santa Fe Fire Department MIHO project with referrals and case management.
2. Enhance Opioid Overdose Survivor Outreach program:
   a. Develop and refine outreach protocols to guide all program activities such as outreach methods, services, and frequency to include warm handoff/ referral to substance abuse treatment and recovery services, handouts, resource lists, etc.
   b. Develop data collection tools to meet tracking reporting requirements.
   c. Provide staff outreach to overdose survivors, family and friends in accordance with implementation plan.
3. Provision of naloxone kits to overdose survivors, family and friends.
   a. Purchase naloxone kits to distribute to overdose survivors, family and friends.
   b. Provide naloxone kits to overdose survivors, family and friends in accordance with implementation plan.
   c. Provide overdose prevention and Narcan training to all naloxone recipients.
   d. If necessary upon exhausting other funds, request additional naloxone kits by sending a Naloxone Request Form to Rebecca Leppala, Rebecca.Leppala@state.nm.us and cc OSAP Director karen.cheman@state.nm.us.
4. Development and Implementation of Community-Based Buprenorphine Induction Program.
   a. In conjunction with the Lieving Group, develop strategic and operational plan for community-based buprenorphine program.
   b. Develop protocols for staff on outreach, communication with community-based buprenorphine provider, tracking of referrals to ongoing Medicine Assisted Treatment (MAT) and follow up with persons participating in the program.
   c. Work with the Lieving Group and OSAP staff to regularly identify successes and challenges, and to identify solutions to barriers and challenges.
5. Participation in Technical Assistance and Project Management:
   a. The City of Santa Fe's Fire Department MIHO Staff will participate in regular meetings with OSAP staff, Bernie Lieving of the Lieving Group, and staff with the Santa Fe Fire Department to track progress and address challenges and questions as Santa Fe Fire Department MIHO initiates its overdose survivor outreach program.

b. The City of Santa Fe's Fire Department MIHO Staff will actively participate in monthly PDO/SOR/FR CARA Grants Advisory Council meetings.
c. The City of Santa Fe's Fire Department MIHO Staff will actively participate in meetings with other fire departments operating overdose response programs and other opioid overdose education and naloxone distribution projects to engage in peer learning and to enhance the quality of services offered in Santa Fe and other sites.

6. Reporting requirements:
   a. Number of naloxone trainings and data to be submitted monthly.
      i. For each training, report the number of persons trained by type of outreach (survivor, friends, family), date of training, and contact information (phone, emails and agency address), and pre/posttest on knowledge and readiness to use naloxone.
   b. Number of naloxone kits distributed by zip code (using OSAP data collection forms) submitted monthly.
      i. Each month, report on number of persons trained on opioid overdose prevention education & naloxone administration by staff; total number of naloxone kits distributed by zip code & type of kit (Narcan); number of naloxone administrations by agency staff or client, family and friend; and number of reversals.
   c. Number of outreach attempts to overdose survivors and their families and friends monthly.
   d. Number of responses to requests for services monthly.
   e. Numbers of survivors and families who receive information and referrals to treatment and recovery services monthly.
   f. Number of referrals to FR CARA suboxone induction provider.
   g. Number of first responders trained on fentanyl safety.
      i. Update of activities to include number of kits distributed, number of trainings offered, number of people trained, and number of reported reversals to be submitted the 5th of each month to the FR CARA Program Manager and cc OSAP Director.
   h. Participation in other reporting and evaluation activities of the grant as requested by OSAP staff and/or the Pacific Institute for Research and Evaluation (PIRE).

C. The City of Santa Fe will provide the following deliverables:

1. Opioid overdose survivor program protocols and plan and updates.
2. Naloxone trainings and distribution to opioid overdose survivors, friends and family.
3. Monthly submission of billing through BHSD STAR.
4. Protocols for program delivery.
5. Monthly submission of data to Rebecca Leppala, cc OSAP Director regarding:
   a. Outreach attempts to overdose survivors and their families and friends
   b. Naloxone training, including pre/post training evaluation data
   c. Naloxone distribution
   d. Referrals to treatment
   e. Trainings of first responders on fentanyl safety
   f. Responses to requests for services
6. Submission of monthly progress report of activities to be submitted the 5th of each month to FR CARA Program Manager, cc OSAP Director Karen Cheman.
7. End of year summary report by June 30, 2021.

D. Annual Program and Financial Reports – New to all SOWs for FY21

An annual program report and financial report is required for all vendors. The type of financial report

is dependent on the amount of the fiscal year allocation. Submitting a financial audit or report is a condition of this contract.

Select one and initial the reporting requirement that applies.

- ☐ ***A vendor that expends $750,000 or more in Federal awards during the state fiscal year must have a single audit conducted in accordance with the Audit Requirements of the Federal Uniform Administrative Requirements. (Title 2, Subpart A, Chapter II Part 200, Subpart F, Subgroup 46, Section 200.501). This is due six months after the end of the vendor's fiscal year.***
- ☐ ***A vendor that expends less than $750,000 in Federal or State awards during the vendor's fiscal year must submit one of the following:***
  - ☐ ***A financial audit prepared by a CPA, or***
  - ☐ ***Management letter prepared by a CPA expressing an opinion about financial soundness, or***
  - ☐ ***Financial statement prepared by the vendor, or***
  - ☐ ***A balance sheet and profit/loss statement for the past 12 months.***

Submitting a financial audit or report is a condition of this contract.

A financial audit or report must be submitted along with the annual program report to the program manager. For vendors without a program manager, the annual program report and financial audit or report are due 30 days after the end of the fiscal year.

Submit the report to support@bhsdstar.org

Subject: Program Name FY21 Annual Program and Financial Report: Attention Finance Team.

Vendor records must be available for review or audit by appropriate officials of the Federal and/or state government, if needed.

(This rest of this page intentionally left blank.)

EXECUTION PAGE

By initialing each page of this Agreement and by signing below, I represent that I am an authorized signatory for the Vendor and have read and understand this Agreement and all of its attachments.

VENDOR	
Name of Vendor (Please Print or Type): City of Santa Fe	
Authorized Signature:	**Date:**
Name (Please Print or Type): Alan M. Webber	
Title (Please Print or Type): Mayor	
Address: P.O. Box 909, Santa Fe, NM 87504 **E-Mail Address:**	
Phone:	**Fax:**
TIN:	**NPI:**

City of Santa Fe:
Attest:

_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Sep 3, 2020 08:43 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

Agreed upon by Falling Colors:

_____ _____

Signature Date Signed

Title:

City of Santa Fe:
Attest:

_____
Yolanda Y. Vigil, City Clerk

City Attorney's Office:

_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

Agreed upon by Falling Colors:

DocuSigned by:
Jeremy Hernandez
03DDB08F811B46B...

9/14/2020 | 9:02:59 AM PDT

Signature

Date Signed

Title: General Manager

VENDOR INSTRUCTIONS

FOR NON-MEDICAID DOCUMENTS

The document(s) that are being delivered to you have been approved by the State of New Mexico's Interagency Behavioral Health Purchasing Collaborative for State Fiscal Year 2018.

Please complete all of the following steps and return the completed document(s) to the persons indicated below in Number 5.

Instructions

1. Legal Name. Review your Vendor Name on the first page of the document to verify that it is correct and that it is the Vendor's legal name. If it is not, to have it corrected please email Barbara Serna at Barbara@fallingcolors.com with the correct legal name as soon as possible.

2. Notice and Contact Information. If you are a new Vendor receiving a Vendor Agreement, completely fill in Vendor's Address, Attention contact, Phone, Fax and Email on page 14 of the Vendor Agreement. Please be sure that all information is legible.

3. Initial Each Page of the Document(s). Initial the bottom of each page of each document to demonstrate that you have received the document(s).

4. Execution Page. Completely fill in all the blanks on the Execution Page (the last page of the document) including all the following information:
   a. Insert TIN
   b. Insert NPI
   c. Sign the Vendor Agreement
   d. Print Name and Title of the signatory in a legible manner
   e. Fill in Address, Email, Phone and Fax information

5. Return Executed Document(s). Return executed document(s) electronically to: FALLING COLORS by utilizing the DocuSign software.

If you do not complete the document(s) in accordance with the instructions above, the document(s) will be returned to you to complete this step.

Thank you very much!

2020-08-27 City of Santa Fe - Non-Client Based FCC Approved

Final Audit Report 2020-09-03

Created:	2020-09-03
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo4viRvZIxWiGvvV_x1ANPUE1krgBxkCs

"2020-08-27 City of Santa Fe - Non-Client Based FCC Approved " History

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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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GB FIRE CARA GRANT ACCEPTANCE

Final Audit Report 2020-10-15

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Status:	Signed
Transaction ID:	CBJCHBCAABAA5HKGLtceWJrxgtrvY5yBkZDlXP4z1KFo

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Agreement completed.
2020-10-15 - 6:00:10 PM GMT

City of Santa Fe, New Mexico

memo

DATE: October 14, 2020

TO: Community Development Commission – October 21, 2020
Finance Committee – November 2, 2020
Quality of Life Committee – November 4, 2020
City Council – November 10, 2020

FROM: Alexandra Ladd, Director, Office of Affordable Housing AGL

ITEM: 2019-2020 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER)

ACTION REQUESTED:
Review and approve for submittal to HUD the 2019-2020 CAPER.

BACKGROUND:
The Community Development Block Grant (CDBG) requires that the Consolidated Annual Performance Evaluation Review (CAPER) is submitted to United States Department of Housing and Urban Development (HUD) 90 days after the end of the program year. The report details accomplishments of CDBG-funded subrecipient activities as well as the financial status of the CDBG for the prior funded year. Given delays related to the global pandemic, this deadline was extended by HUD to 180 days after the end of the program year.

ITEM AND ISSUE:
Governing Body approval and providing the public an opportunity to comment are required in order to meet the governing mandates of the grant through the HUD and the CDBG program. The City will comply with the HUD comment period requirements by making copies of the CAPER available and advertised to the public for review October 26 – November 10, 2020 virtually due to global health pandemic at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans.

The schedule of public meetings is as follows:

- 2019 CAPER Review (Community Development Commission - CDC) October 21, 2020
- 2019 CAPER Review (Finance) November 2, 2020
- 2019 CAPER Review (QOL) November 4, 2020
- City Council Public Hearing November 10, 2020

Members of the public may submit comment via email or phone to: Toniette Candelaria Martinez, 505-316-4634, tocandelariamartinez@santafenm.gov.

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Consolidated Activity Performance and Evaluation Report (CAPER)

July 1, 2019 - June 30, 2020

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SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico
87504-0909
Phone # (505) 955-6607

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Santa Fe's focus throughout the program year was to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as address the needs of those experiencing homelessness or at risk of becoming homeless, while aligning housing opportunities with emerging needs. The City acomplished this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs. To meet these housing goals, the City utilized the *2018-2022 Consolidated Plan* and its Five-year Plan which assesses housing need in Santa Fe and provides recommendations for addressing the needs.

The housing needs analysis portion identifies mismatches in supply and demand for all households in Santa Fe, according to a gaps analysis, comparing the demand for and supply of housing by income level:

- The greatest need is for rental units priced between $375 and $500 per month, serving renters earning between $15,000 and $20,000 per year;
- 2,435 households earn less than $25,000 and are considered cost burdened and unable to find affordable rental units;
- Over 400 homes reported as in substandard condition (incomplete kitchen/plumbing facilities) and are in probable need of rehabilitation;
- Support for long-term affordability and accessibility for current homeowners is a growing need.

Additionally, the COVID-19 global pandemic highlighted the need to immediately house people without shelter or safe places for quarantine. To this end, the City converted student housing into a shelter facility for homeless people and worked closely with regional partners to also provide a place for people to be discharged from hospitals (either because of COVID or other illnesses), recovery programs and detention centers. This enabled local shelters to keep their population density low enough to maintain proper social distancing for their guests. The other ways in which the City responded was to increase outreach through its mobile integrated health office (MIHO) to encampments, widespread distribution of PPE and other safety equipment, and transitioning to an online working and meeting environment to protect the health and safety of its employees.

The 2019 Action Plan identified the following goals as they related to HUD-mandated objectives and outcomes for its upcoming housing and community development activities. Accomplishments are summarized below.

Goal: Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those at risk of becoming homeless.

- SFPS Adelante served (3443) homeless students and their families by providing referrals to housing resources as well as assistance with counseling, education, food and clothing;
- Interfaith Shelters provided services to (172) homeless individuals through the Summer Safe Haven, a shelter for homeless women and their children;
- Youth Shelters and Family Services provided outreach services and referrals to (199) homeless or at risk for homelessness youth.

Goal: Expanded inventory of rental units and vouchers to meet increased needs of renters with very low incomes:

- The Santa Fe Civic Housing Authority completed planning, predevelopment, and environmental studies to support the rehabilitation of the Villa Consuelo apartments which provide 100 units for very low income renters, most of whom are elderly;
- New Mexico Interfaith Housing Corp broke ground on 65 units of affordable rental housing, 100% solar powered, that will set aside 12 units for very low income renters (<30%AMI);

Goal: Increased homeownership opportunities and support for long-term affordability and accessibility for current homeowners

- Homewise assisted a total of sixteen (16) homebuyers with mortgage principle reduction loans, using a combination of reprogrammed funds and program income;
- Habitat for Humanit rehabilitated thirteen (13) homes;
- Homewise rehabilitated six (6) homes using program income;
- Housing Trust assisted a total of four (4) homebuyers with mortgage principle reduction loans, using program income.

Goal: Alignment of housing opportunities with emerging needs

- Youth Shelters and Family services installed a security system for the children and youth emergency shelter serving (33);
- Casa Cielo, a residential care facility that provides end-of-life care for very low income people served fourteen (14) guests.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
GOAL #1 Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	CDBG: $21,660	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1225	237	19.35%	245	33	13.46%
		CDBG: $60,636	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	750	1468	195.73%	150	3,675	2,459.33%
		CDBG: $28,000	Homeless Person Overnight Shelter	Persons Assisted	1000	215	21.50%	160	172	107.50%
GOAL #2 Increase Affordable Rental Housing Opportunities	Affordable Housing	CDBG: $0	Rental units constructed	Household Housing Unit	250	87	34.80%	50	0	0.00%
		CDBG: $47,100	Rental units rehabilitated	Household Housing Unit	200	28	14.00%	100	0	0.00%
		CDBG: $0	Housing for Homeless added	Household Housing Unit	50	0	0.00%	50	0	0.00%

GOAL #3 Increase Affordable Homeowner Opportunities	Affordable Housing	CDBG: $124,715	Homeowner Housing Rehabilitated	Household Housing Unit	130	21	16.15%	11	17	154.54%
		CDBG: $188,000	Direct Financial Assistance to Homebuyers	Households Assisted	50	26	52.00%	12	16	106.66%
GOAL #4 Align Housing Opportunities With Emerging Needs	Affordable Housing Non-Homeless Special Needs Non-Housing Community	CDBG: 0	Public Facility/ Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2800	0	0.00%		0	0.00%
		CDBG: $21,660	Public Facility/ Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	1225	237	19.35%	245	33	13.46%
		CDBG: $60,636	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	750	1468	195.73%	150	3,689	2,459.33%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The global health pandemic and economic downturn has abruptly expanded the City's priorites. An amendment to the 2019 Action Plan was accepted by HUD to deploy CARES Act funding in direct support of people experiencing homelessness. Specifically, the City converted vacant student housing at the Midtown campus (owned by the City) into housing for people who would otherwise be living on the streets or in homeless encampments. This achieved two goals: keeping the population density low at local shelters so that social distancing protocols could be maintained; providing a place for people to quarantine if they are vulnerable to infection and don't have a safe place to live or those with symptoms or COVID-positive to safely quarantine. Importantly, the Midtown shelter also accepts people discharged from hospitals, recovery programs and detention centers who would otherwise be back living on the streets. The residents of the shelter receive three meals/day, referral to support services and case management, and basic health monitoring.

In a normal year, the highest priority in Santa Fe's plan is to serve the entire continuum of housing and related public services needs from the homeless to the homeowner. Since the majority of the program year progressed before COVID disrupted the community, expenditure of funds reflected the City's usual priorities. Goal #1 was exceeded through the improvement of a public facility to modernize security systems, serving (33) youth through winter months with temporary shelter. Public services were projected to reach (150) individuals for the program year and instead reached (3,642) through outreach to homeless youth (199) and support services for elementary school students whose families are experiencing homelessness (3,443). The goal for providing overnight shelter was expected to serve 200, which was partially achieved by serving 172 homeless women. Goal #2 was partially achieved through the predevelopment phase of a major rehabilitation project of 100 rental units, serving renters with low incomes. At project completion the achievement will be reported. Goal #3 was achieved using CDBG funds – 16 households were served through downpayment assistance, with 13 households served through home repair services although they were partially curtailed due to restrictions related to the stay at home order which restricted work within individual homes. The achievements reported for Goal #4 mirror those for Goal #1, reflecting the overlap of homelessness continuing to be an emerging issue for Santa Fe, including the provision of end of life care for 14 homeless people in a medically supervised, home care setting.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	3,458
Black or African American	103
Asian	11
American Indian or American Native	230
Native Hawaiian or Other Pacific Islander	3
Total	**3,805**
Hispanic	3,192
Not Hispanic	613

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The racial and ethnic composition reported for CDBG program sub-recipients represent cumulative annual data collected that represents a total of three thousand eight hundred and fifty eight (3,805) recipients of CDBG program services. Of this number, the self-identified racial and ethnic statuses are shown in the table above. The number of people served, particularly through Adelante's School Liaison program was over twice as much as what had been proposed. This huge increase was attributed to families losing jobs at the onset of the public health order in March and seeking support services through the program. The SFPS District, of which Adelante is a subsidiary organization, was proactive in using its resources to continue feeding students and their families who qualify for free lunch.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,049,053.02	959,893.78
Other	public - local	652,100	576,100

Table 3 - Resources Made Available

Narrative

Resources made available for CDBG projects for FY 2019 totaled 2,049,053.02The City was awarded entitlement funds of $659,051 for FY 2019. Program Income generated by Homewise Home Repair and Home Purchase programs totaled: $283,498.63 through Q4 of 2019-2020 PY of which $283,498.63 was expended. Program Income generated by the Housing Trust mortgage reduction assistance programs totaled: $75,000.00, through Q4 of 2018-2019 PY of which $75,000 was expended Total expenditures of CDBG funds reported in 2019-2020 PR26 reflect program income for housing, public services and public facilities provided were 959,893.78.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide		100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

In any given program year, the City of Santa Fe does not prioritize allocating funds and supporting programs geographically, due to the City's lack of population density relative to its size. For the past three program years, no single Census Tract was earmarked for serving its LMI population. Instead, the City focuses programs on the household income or an identified characteristic of the participants and/or recipients of assistance. For example, mortgage reduction assistance is provided based upon the homebuyer's income rather than the location of the home. Likewise, public service programs for at risk youth serve the citywide population, rather than those youth living in a specific census tract. This description has been reported in previous years and that priority remains. However, on occasion, a project proposal will be accepted because allocating funds at that site will also ser ve other community development goals.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Santa Fe's model of service delivery is to pass through most federal funds to subgrantees, who provide the services. This ensures that services are furnished in the most efficient and relevant manner possible. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds. The City's nonprofit partners estimate that every dollar of federally-funded mortgage reduction assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (The Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals. Likewise, the supportive housing providers in Santa Fe are also well-leveraged and use CDBG funds to expand on their missions very effectively.

The units owned and operated by the Santa Fe Civic Housing Authority are located on city-owned land which is controlled by long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so as allowed under the NM Affordable Housing Act.

During the program year, a five acre parcel of land on the City-owned public works yard donated to the New Mexico Interfaith Housing Corp, leveraged a large LIHTC award. The donation of land plus fee waivers provided by the City for utility hook up costs, application, development review, and building permit fees were waived, in accordance with the City’s land use code. The total value of the donation was over $2,000,000, representing a leverage ratio of 1:10, based on the project’s total cost of $20,000,000, $13m of which is funded through the Low Income Housing Tax Credit program. In June 2020, ground was broken on the project with full build out by mid-2021. At completion, the project will offer 65 units, affordable to renters earning no more than 60%AMI, with 12 units set aside for very low income renters (earning less than 30%AMI). It is anticipated that some of these renters will be transitioning out of homelessness or near homelessness. The units are designed to accommodate live/work

activities, particularly related to those who are self-employed, entrepreneurs, and/or engaged in a creative industry. To meet other community development goals, the project will also feature a community resource center with retail, exhibition and performance space. It is the first LIHTC project in New Mexico that will be 100% solar-powered.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	0
Number of Non-Homeless households to be provided affordable housing units	60	20
Number of Special-Needs households to be provided affordable housing units	3	0
Total	**73**	**20**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	50	0
Number of households supported through Rehab of Existing Units	51	17
Number of households supported through Acquisition of Existing Units	10	20
Total	**111**	**37**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Goals: The one year goal of providing affordable housing units to otherwise homeless individuals was not accomplished through the creation of permanent supportive units. However, for the final quarter of the program year, the City provided transitional shelter beds to over 100 people who were homeless or precariously housed to keep them safe during the COVID-19 global pandemic. Emergency funds were deployed from local sources that paid rent and arrears for 60+ households. An amendment to the 2019 Action Plan will deploy CARES Act funds to create longer term support for these individuals during 2021, leading to permanent housing for many of them.

Other types of support services and referrals connected to shelter services were provided for an increased number of individuals in need of support services due to the pandemic. Adelante provided (3,443) homeless individuals with resource-linking and direct services, an accomplishment three times what was proposed. Youth Shelters and Family Services provided (195) homeless or at-risk of homelessness youth with resource-linking and direct services, and the Interfaith Shelter provided (172) women and their children with shelter services throughout the summer months of 2019. The data reported in the next goal of non-homeless households to be provided affordable housing units represents home repair for low/mod income-households (17), construction began on 65 units of affordable rental units, with another 45 units completing pre-development land use approvals, rehabilitation was initatied on another 100 rental units; and 20 mortgage principal buydown loans were provided to assist homebuyers. The failure to meet the goal of serving the non-homeless is related to the great demand for housing and lack of affordable supply in Santa Fe right now.

Discuss how these outcomes will impact future annual action plans.

The outcomes of FY 2019 will impact future CDBG funding allocations in that there will be increased demand for emergency rental support services and prevention of foreclosure and homelessness. The global pandemic has exacerbated the housing instability of lower income renters, as well as homeowners as people have lost jobs and income. There will be increased need to not only shelter individuals but to provide permanent supportive housing options to keep them housed. Mortgage reduction assistance is always a big need and helps to offset high market values. It remains to be seen how the current limitations on for-sale inventory will be amplified as the pandemic continues to put pressure on all parts of the housing market. Increased focus will target the construction of new, affordable rental units as well as home repair to preserve and maintain existing affordable housing stock. Continued priority will also be given toward public services that provide systemic solutions through education, as well as mitigation efforts with homelessness, and at-risk for homelessness service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	3,815	n/a
Low-income	15	n/a
Moderate-income	15	n/a
Total	**3,845**	**0**

Table 7 – Number of Households Served

Narrative Information

A total of (3,845) individuals were served, of which (3,815) were identified as extremely low income. This achievement is reflective of the vital role served by CDBG funds in Santa Fe to meet the

needs of individuals and families who have very few options for support. All programs included outreach and services provided for those households and individuals with worst case housing needs, paying more than half of their income for rent, those living in seriously substandard housing, to include those without a home, or those who have been involuntarily displaced.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The global pandemic has greatly amplified the City of Santa Fe's desire to end homelessness. Converting student housing into shelter beds at its Midtown campus property demonstrated that providing long-term, safe and supported housing is the first step to ending a person's homelessness. In the upcoming program year, the City expects to further mobilize CARES Act funds to continue supporting this shelter facility, which is run by a newly created nonprofit called "Consuelo's Place". Additionally, the City will leverage local investment to make possible the purchase of multiple motel properties to be converted into permanent supportive housing. An important aspect to the evolution of the City's approach to ending homelessness is the coordination of a sytem-wide framework to ensure that outreach and coordinated entry sytems are truly effective.

All of the city's nonprofit partners who work with homeless persons have extensive outreach activities to include veterans, their families and unaccompanied youth. The Resource Opportunity Center (ROC), once called Pete's Place, is part of the existing Interfaith Shelter and offers emergency beds in winter, meals and clothing as well as veteran's resource services and housing linking. Most importantly, the organization brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the ROC, which is partially funded through local funds allocated through the City's Human Services Division. In response to direct community need, Interfaith proposed the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season which resulted in the funding of a summer shelter for women and their children.

The City used CDBG funds to support Youth Shelters and Family Services during the program year to expand the hours of its drop in center and to support an outreach worker. This service is critical both for youth living on the streets but also to provide referral services and support for youth trying to reconnect with family or obtain safe, permanent living situations. Typically, over 600 unaccompanied youth are reached annually through this program. Yet, the year of 2019 saw a reduction in this number, believed to be due in part to the collaborative efforts and networking that the Built for Zero program and Continuum of Care participating organizations are bringing to the community in the way of providing coordinated entry points and linkage in order to optimize systemic homelessness strategies. The biggest reason fewer youth accessed services was that the pandemic kept people fairly immobile and not able or willing to seek services.

Another way that families experiencing homelessness are assisted is through the Adelante program

which provides referrals to services, school supplies, food, clothing and other supports to students enrolled in Santa Fe Public Schools and their families. CDBG funds were used to expand staff hours which enabled the program to serve over 3,443 individuals in need, a much higher number than in previous years due to the economic shutdown related to the pandemic.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent "at-risk" populations such as unaccompanied youth, battered families, people with disabilities, veterans and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling. These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City, through its community partners supports emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City of Santa Fe also works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". A Homeless Task Force was convened in 2017 to analyze and provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." In line with the draft recommendations of the report, in 2018 rapid rehousing was proposed as a an immediate response to stabilize the housing situations of those experiencing homelessness and discharged from public institutions and systems of care. During the program year, the City continued its work with the Built for Zero initiative, a nationally recognized, evidenced-based

program which provides strategies and solutions for eliminating chronic homelessness. Implementation of the program begins with the identification of every homeless person in the City, followed by a coordinated plan with non-profits and service providers to target the specific needs of each identified individual. The goal is to provide linkage to housing for each identified homeless individual, as well as the services required, uniquely suited to their situation, and eliminate the chronic homelessness populations together as a community by 2021.

The use of Rapid Rehousing is limited by its applicability to the household in need. Life Link, the City's primary partner in administering rapid rehousing assistance, assesses each household at intake. For those with fewer barriers, rapid rehousing provides support until the household either increases income or benefits and can manage the housing expense independently. For some homeless households, rapid rehousing resources can be used to stabilize short term housing situations until a permanent supported housing unit becomes available without jeopardizing their eligibility status. Life Link and other rapid re-housing providers emphasize ongoing case management and referral to other services (employment, education, job training, budgeting, health care/insurance, food, transportation, etc.) so that when assistance ends with one program, the household is poised to enter another program if independence has not been achieved. It is likely that in the near future, local resources will need to be deployed to further support this type of assistance, given the pandemic-related and greatly increasing housing instability of low-income households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

For chronically homeless households, the service delivery system relies on a network of housing providers, and services coordinated through the Continuum of Care, the City's funding cycles (through the Children and Youth Commission, the Human Services Commission and the Community Development Commission), and other regional efforts. Upon intake each homeless or at-risk household is assessed to determine whether they qualify for rapid rehousing or whether their needs are more intensive. If the household has few barriers then they can use rental assistance until they are able to manage the housing expense on their own- either through income or an increase in benefits. Extensive outreach activities include veterans, their families and unaccompanies youth.

The Resource Opportunity Center (ROC) once called Pete's Place in the existing Interfaith Shelter offers emergency beds, meals, and clothing as well as veteran's resource services and housing linking for veterans and their families as well as unaccompanied youth. Homeless individuals or families can also use Rapid Rehousing to get out of the shelter system and into housing without losing their homelessness status (dependent on the funding source). It is the responsibility of the Case Manager to be

knowledgeable about housing programs and other resources in the community and to work closely with the household to identify areas that need support which include but are not limited to: permanent supported housing, employment, education, job training, budgeting, health insurance, food, transportation, and support services. Another aspect once a household is stabilized is to continue working with case management so that that housing stability is maintained when assistance ends or circumstances change.

The City has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. Additionally, by the end of 2021, Siler Yards will offer 65 units of affordable rental housing, in collaboration with a community resource center and economic development initiatives. The City has contributed financially in various ways to each of these projects.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. As previously reported, it oversees 490 units of public housing, and manages 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors and 121 units for families. Over 400 people are on the public housing waiting list, and close to 200 people on the Section 8 Voucher waiting list for Santa Fe. SFCHA receives approximately 40 applications per month for public housing. The application window is closed when 400 are reached. With only 6 to 8 families and/or individuals coming out of the program each year, new openings are extremely limited. This year is particularly challenging as the turnover for vouchers and units is practically nonexistent because of the pandemic.

The Housing Authority is considering moving towards site-based or site-driven wait lists, which better supports applicants so that the Authority doesn't have to turn an individual or family down because of location, school district or other limiting factors, and to avoid having to send an individual or household back down to the bottom of the list again.

Newly refinanced properties are being systematically renovated to address long-term deferred maintenance issues. The City of Santa Fe assists this process by donating the lease value of the land on which the units are sited which is city-owned and providing fee waivers when possible. Villa Consuelo, a 100-unit Senior housing apartment complex, was partially funded by the City's CDBG entitlement grant in 2019 for complete rehabilitation and energy efficiency improvements, estimated for completion in 2020.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Santa Fe Civic Housing Authority continues to run a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

Actions taken to provide assistance to troubled PHAs

The PHA is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Disproportionately, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe is reviewing its policies and practices to mitigate barriers to housing development--particularly affordable housing development. A review of city housing policies and land use and zoning regulations identified concerns in 2016, as well as in the 2017 ACH, namely stakeholders raising concerns about inconsistent and unpredictable development approval decisions and “NIMBYism” (acronym for "Not In My Back Yard") affecting approvals. According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development.

In 2014 and presented to the public through 2018 -2019, the City provided several outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the NM Mobile Home Act. Often non-English speakers are further affected by not being aware of the rights and protections to which they are entitled under these laws. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights “Novella” with distribution continuing throughout the year. The City works with Spanish speaking fair housing advocates that actively meet with numerous local small businesses and non-profit organizations that distribute fair housing literature published by the City and describe tenant rights.

The City of Santa Fe has been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing. The advantage to these areas is tht don’t have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These include the Siler Road corridor and the Midtown Local Innovation Corridor District, or Midtown LINC, on St. Michael’s Drive. Also, the City works closely with the newly formed “Santa Fe Housing Action Coalition” which brings together industry group organizations (housing providers, homebuilders, realtors, architects) and members of the public to implement outreach and education efforts about affordable housing and to lobby for recurrable funding sources.

Recognizing that one size does not fit all, a new fee-in-lieu menu of options for developers was adopted in December of 2019 to ease the barriers to multi-family rental development. The inclusionary zoning ordinance allows multi-family developers of rental housing to pay a fee-in-lieu by right, rather than incorporating subsidized units on-site. Fees are established on an "affordability gap" basis, estimating the difference between an affordable rent, affordable to 50 - 60%AMI, and HUD's Fair Market Rent. Additionally, the ordinance amendments increased incentives available to Developers to encourage the

set aside of rent-restricted units. In the upcoming program year, one project will break ground with affordable units included on site.

Revenues generated through the fee in lieu of program are used to fund a rental assistance program for tenants that can be used citywide and does not have high requirements for eligibility. The assistance could be used for a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. Another objective is to remove a financing barrier for multi-family housing with the expectation that the development of multi-family units will also loosen up some of the demand for existing units, stemming rising rental rates but also providing more options for voucher holders to use their subsidies. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As reported, the projects that were funded and executed through CDBG and local funds increase the availability of affordable housing to low and moderate income households. Furthermore, the City has actively supported the development of several LIHTC multi-family properties with local funds and through the donation of City-owned land. Soleras Station (87 units) was leased up during the program year and ground was broken for Siler Yards, 65 units of affordable rental housing. All of the properties address the needs of people transitioning out of homelessness, renters with special needs and very low incomes by offering 25% of their units at rents affordable to those earning 30% AMI and less.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

According to the State of NM Department of Health, Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

As part of their home repair program, Homewise has tested 60 homes for lead since 2002. Of these, only four tested positive, which is 7% of the homes they tested. Extrapolated to the number of homes in Santa Fe built before 1950 (2,499 homes), a rough estimate is 175 homes could contain lead-based paint citywide.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Given the City's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe.

Specific programs that CDBG funds supported to reduce the number of poverty level of families in 2019 were:

- Provide Emergency home repair/improvement funding to support 17 low to moderate income homeowners (30 to 80 percent AMI) with home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters;
- Provide donated land, fee waivers and local funds to support the preconstruction work for an affordable rental development of 65 units;
- Support the efforts of local nonprofits and the Santa Fe Civic Housing Authority to build and conserve affordable rental units through fee waivers, below market lease fees and funding for pre-construction services;
- Provide wealth building opportunities and preservation of wealth through mortgage reduction loans (20).

Additionally, in 2019, local funds were used to provide short-term rental assistance for individuals and families experiencing episodic homelessness and/or in danger of losing their current housing situations. As the pandemic took hold, the City further mobilized local resources to help renters with housing costs and foreclosure prevention.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Santa Fe continuously carries out the priorities in the *2018-2022 Consolidated Plan* by collaborating with non-profit partners. The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for its partner nonprofits. Another strength of this service delivery model is that a wide array of services is provided with little overlap because of the coordination between City departments as well as between the City and nonprofit partners. This cooperation ensures that services reach those in most need, including homeless families and individuals and those in danger of becoming homeless – veterans, senior citizens, victims of domestic violence, very low-income renters, at risk youth – and people with special needs and disabilities.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's Office of Affordable Housing coordinates closely with other City departments including the Youth and Family Services Division of the Community Services Department. The Youth and Family Services Division funds emergency housing and community development programs as well as social services and supports a juvenile justice program which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and

YouthWorks, as well as Youth Shelters and Family Services have provided several programs to integrate

disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another of the City's nonprofit partners, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming is located at housing authority sites.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In the 2017 Assessment of Fair Housing, the HUD provided Opportunity Indices show that Hispanic populations experience some of the lowest access to opportunity, particularly in the low poverty, school proficiency and labor market indexes. The indicators in Santa Fe that are of most concern are poverty and school proficiency, both of which indicate low access to opportunity. According to stakeholders and residents, lack of access to opportunity is affected by infrequent public transportation services to higher opportunity neighborhoods and destinations outside of core service areas (e.g., county social services office), limited hours and days of operation of some routes, lack of holiday service, etc. As per the 2016 Analysis of Impediments, the City's efforts to address barriers have focused on improving access to fair housing information, enhancing resident knowledge of fair housing rights and empowering residents to take action when they perceive a fair housing violation. These efforts have included:

- Preparation of outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the state Mobile Home Act. The outreach materials consist of Fair Housing Frequently Asked Questions brochures in English and Spanish and a tenant rights "Novella," both in Spanish and English called "Tino the Tenant"/"Tino el Inquilino", a story about a tenant who shares his own discrimination experiences with a group of acquaintances. Distribution is ongoing throughout the year predominantly in Spanish-speaking and lower income neighborhoods as well as through school liaisons with the Santa Fe Public Schools and community facilities throughout the city.
- The Office of Affordable Housing has participated actively with the newly formed Santa Fe Housing Action Coalition, and sponsored the production of an informational video, with a distribution plan for an outreach campaign to educate the public about affordable housing and fair housing issues
- The City of Santa Fe has committed funding or matched resources (meeting facilities), conditional on finalized budgets, to fair housing consultants to conduct fair housing training for lenders and apartment managers.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Administrator monitors program service providers funded by CDBG to ensure compliance with requirements through site inspections and documentation of organizational structures, with applicability to HUD national objectives and scope of work. The City of Santa Fe utilizes HUD's following guides to ensure compliance:

- "Guidebook for Grantee's on Sub-recipient Oversight"
- CPD Monitoring Handbook
- "Managing CDBG"
- "Ensuring CDBG Sub-recipient Timeliness Guidelines"
- CFR 570 Federal Regulation governing CDBG and including Part 58 governing Environmental Reviews
- Davis Bacon fair wage resources via the Department of Labor

Additionally, the Office of Affordable Housing attends technical assistance trainings in monitoring, sub-recipient oversight and fair housing throughout the year. Other ways in which the City ensures that programs are monitored appropriately and that the public has opportunity for comment include:

Site Visits: For the 2019 projects funded through CDBG, site visits were held virtually. Prior to the visit, the subrecipient completed a self-monitoring checklist, describing accomplishments and procedures for complying with CDBG regulation. Staff members met via Zoom call with the leadership team of the particular non-profit sub-recipient, and reviewed selected files for accuracy based on the guiding regulations and documents. Like prior years, staff notes both deficiencies and accomplishments at the time of monitoring and by follow up letters which outline corrective actions to be taken to achieve effective, efficient program delivery. All 2019 CDBG funded activities were monitored for performance measurement and financial, as well as record keeping oversight.

Reporting and Fiscal Management: Staff ensures that all sub recipients keep detailed records for the Performance Measurement System to evaluate the effectiveness of the project in meeting the needs of targeted populations. Relevant data include the number of clients served, income and employment (locally and with the City depending on the program), assets breakdown (when appropriate) and Performance Measurement data by project type (Housing, Economic Development, Public Service or Facilities & Improvement), ethnicity and age breakdown.

This information is submitted quarterly and input into the Integrated Disbursement and Information System (IDIS) with data finalized prior to program closeout and reporting in the Program Year

CAPER. The reports track completion of the contracted scope of services and track program demand and utilization by demographic category for services provided by the program. The sub-recipient's program manager also must submit audits and/or audited financial statements which include a breakdown of the expenditures and revenue (including Program Income if relevant) and a specific description of the charges as defined in the contract.

Procurement and services provided by the subrecipients as well as the City followed the Fair Housing guidelines to include required community outreach and education for minorities, notifcations in Spanish as well as translation, and any additional required and requested services specific to assist persons with disabilities including those with hearing, visual, or physical impairments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The CDBG Citizen Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time – a minimum of 15 days – to review the City's use of CDBG funds as well as holding a Public Hearing at a regular City Council meeting for public comment. For the public comment opportunity, the Office of Affordable Housing published a Legal Notice in Spanish and English on Monday, October 26, 2020 in the Santa Fe New Mexican, soliciting written public comment. The document was made available from October 26 – November 10, 2020 virtually due to global health pandemic at the following website address: https://www.santafenm.gov/hudrequiredreportingandplans. Paper copies were provided upon request.

To comply with the HUD Public Hearing requirements for public input on the 2019 CAPER, the City Clerk published an official notice in the Santa Fe New Mexican Legal Section on October 29, 2020 to provide notice for the Public Hearing held on November 10, 2020.

The CAPER is made available to the public for review along with other internal committee reviews within the timeline below:

- City's Community Development Commission: October 21, 2020
- City Finance Committee: November 2, 2020
- City Quality of Life Committee: November 4, 2020
- Public Hearing, City Council: November 10, 2020

Citizens have three options to participate. They may participate by attending public meetings, which are held virtually, given the current State of NM guidelines prohibiting the gathering of more than 10 people. They may submit written comments via email or regular mail to the Office of Affordable Housing, and may testify at public hearings via Zoom. All CDBG proposed projects go through the Community Development Commission public meeting advertised on the City's website and printed in the City's weekly meeting notice distributed to all City offices. All CDBG contracts represented in the CAPER were reviewed by the City Finance Committee prior to the start the funding year of July 1, 2019, and were advertised on the City's website. Finally, the projects were reviewed and represented within the 2019-2020 Annual Action Plan document, at the City Council Public Hearing, which was advertised in the Santa Fe New Mexican.

This language will be updated appropriately: *No comments were made via the electronic documents made available at the identified locations and on the City's website, through email or as part of the public hearing on November 10, 2020.*

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The global pandemic has shifted the City's approach to community development from longer term goals. In March of 2020, the Midtown campus property was partially converted into a homeless shelter, specifically for people without a safe place to quarantine or maintain social distance. Once housed, the residents were able to access an array of services, including three meals per day. Additionally, the site accepts discharged patients from local hospitals (including those who are recovering from COVID without an appropriate place to quarantine), as well as those leaving recovery programs and detention centers. Another important goal is to reduce the population density at local shelters so that social distancing can be maintained, thus, reducing the vulnerability of homeless people to infection and to prevent an outbreak in the homeless population. This has the potential of changing future uses of CDBG and other funds to focus on providing stable housing for those who don't have it (including very low income renters) not only for the duration of the pandemic but extending into the near future.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	848,229.10
02 ENTITLEMENT GRANT	659,051.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	358,498.63
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	183,274.29
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,049,053.02
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	897,492.42
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	897,492.42
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	62,401.36
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	959,893.78
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,089,159.24
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	801,849.92
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	801,849.92
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	89.34%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2018 PY: 2019 PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	1,606,175.81
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	1,375,801.52
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	85.66%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	161,652.62
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	11,443.86
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	49,739.09
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	123,357.39
32 ENTITLEMENT GRANT	659,051.00
33 PRIOR YEAR PROGRAM INCOME	190,577.22
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	849,628.22
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	14.52%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	62,401.36
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	62,401.36
42 ENTITLEMENT GRANT	659,051.00
43 CURRENT YEAR PROGRAM INCOME	358,498.63
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,017,549.63
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	6.13%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	2	339	HT Soleras Station Development	12	LMH	$48,542.50
				12	**Matrix Code**	**$48,542.50**
Total						**$48,542.50**

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	7	342	6290181	YSFS Youth Shelter/TLP Security System	03C	LMC	$1,018.12
					03C	**Matrix Code**	**$1,018.12**
2018	6	341	6290525	SFCHA Hopewell Mann Community Health Clinic	03E	LMC	$26,639.36
					03E	**Matrix Code**	**$26,639.36**
2018	5	340	6290525	PMS River Early Head Start Center	03M	LMC	$40,000.00
					03M	**Matrix Code**	**$40,000.00**
2019	9	352	6366027	Youth Shelters and Family Services Outreach Program	05D	LMC	$3,107.50
2019	9	352	6366030	Youth Shelters and Family Services Outreach Program	05D	LMC	$5,323.45
2019	9	352	6390154	Youth Shelters and Family Services Outreach Program	05D	LMC	$6,872.09
					05D	**Matrix Code**	**$15,303.04**
2019	7	351	6380330	Coming Home Connection-Casa Cielo	05M	LMC	$10,830.00
2019	7	351	6390187	Coming Home Connection-Casa Cielo	05M	LMC	$8,026.00
					05M	**Matrix Code**	**$18,856.00**
2019	1	345	6366044	Homewise Mortgage Principal Reduction	05R	LMH	$21,806.26
2019	1	345	6371386	Homewise Mortgage Principal Reduction	05R	LMH	$2,885.13
					05R	**Matrix Code**	**$24,691.39**
2018	9	335	6280322	Interfaith Shelter-Women's Summer Safe Haven	05Z	LMC	$30,000.00
2018	21	334	6280322	SFPS Adelante School Liaison K-12	05Z	LMC	$1,648.53
2018	21	334	6290181	SFPS Adelante School Liaison K-12	05Z	LMC	$8,220.83
2018	23	336	6280322	Youth Shelters & Family Services Outreach	05Z	LMC	$4,717.47
2018	23	336	6290181	Youth Shelters & Family Services Outreach	05Z	LMC	$5,152.26
2019	6	350	6366014	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6366018	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$3,141.71
2019	6	350	6366022	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.38
2019	6	350	6366025	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$5,672.32
2019	6	350	6371350	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6371356	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6380331	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.42
2019	6	350	6390156	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.56
2019	8	354	6366044	Interfaith Women's Summer Safe Haven Shelter	05Z	LMC	$28,000.00
					05Z	**Matrix Code**	**$102,802.19**
2014	4	286	6280322	Habitat For Humanity Down Payment Assistance	13B	LMH	$4,168.36
2017	1	325	6293959	Downpayment Assistance - Housing Trust	13B	LMH	$90,000.00
2017	4	329	6280326	Homewise Downpayment Assistance	13B	LMH	$28,553.48
2017	4	329	6290181	Homewise Downpayment Assistance	13B	LMH	$5,964.84
2017	4	329	6293955	Homewise Downpayment Assistance	13B	LMH	$298,609.86
					13B	**Matrix Code**	**$427,296.54**
2015	11	303	6280322	Habitat for Humanity Single Family Home Improvement	14A	LMH	$2,903.67
2016	2	313	6280322	Habitat for Humanity Single Family Home Improvements	14A	LMH	$3,460.97
2016	2	313	6290192	Habitat for Humanity Single Family Home Improvements	14A	LMH	$6,919.85
2017	3	328	6381193	Homewise Home Improvement Program	14A	LMH	$34,070.40
2018	1	343	6293955	Homewise Home Repair	14A	LMH	$23,827.17

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	3	344	6290181	SF Habitat for Humanity	14A	LMH	$1,856.73
2019	2	346	6366034	SF Habitat for Humanity	14A	LMH	$7,395.00
2019	2	346	6366038	SF Habitat for Humanity	14A	LMH	$17,100.00
2019	2	346	6366042	SF Habitat for Humanity	14A	LMH	$3,570.00
2019	2	346	6371365	SF Habitat for Humanity	14A	LMH	$15,014.50
2019	2	346	6371376	SF Habitat for Humanity	14A	LMH	$884.99
2019	2	346	6371379	SF Habitat for Humanity	14A	LMH	$3,500.00
2019	2	346	6371381	SF Habitat for Humanity	14A	LMH	$11,740.00
2019	2	346	6380327	SF Habitat for Humanity	14A	LMH	$13,000.00
					14A	**Matrix Code**	**$145,243.28**
Total							**$801,849.92**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	9	352	6366027	Youth Shelters and Family Services Outreach Program	05D	LMC	$3,107.50
2019	9	352	6366030	Youth Shelters and Family Services Outreach Program	05D	LMC	$5,323.45
2019	9	352	6390154	Youth Shelters and Family Services Outreach Program	05D	LMC	$6,872.09
					05D	**Matrix Code**	**$15,303.04**
2019	7	351	6380330	Coming Home Connection-Casa Cielo	05M	LMC	$10,830.00
2019	7	351	6390187	Coming Home Connection-Casa Cielo	05M	LMC	$8,026.00
					05M	**Matrix Code**	**$18,856.00**
2019	1	345	6366044	Homewise Mortgage Principal Reduction	05R	LMH	$21,806.26
2019	1	345	6371386	Homewise Mortgage Principal Reduction	05R	LMH	$2,885.13
					05R	**Matrix Code**	**$24,691.39**
2018	9	335	6280322	Interfaith Shelter-Women's Summer Safe Haven	05Z	LMC	$30,000.00
2018	21	334	6280322	SFPS Adelante School Liaison K-12	05Z	LMC	$1,648.53
2018	21	334	6290181	SFPS Adelante School Liaison K-12	05Z	LMC	$8,220.83
2018	23	336	6280322	Youth Shelters & Family Services Outreach	05Z	LMC	$4,717.47
2018	23	336	6290181	Youth Shelters & Family Services Outreach	05Z	LMC	$5,152.26
2019	6	350	6366014	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6366018	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$3,141.71
2019	6	350	6366022	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.38
2019	6	350	6366025	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$5,672.32
2019	6	350	6371350	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6371356	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.57
2019	6	350	6380331	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,709.42
2019	6	350	6390156	SFPS Adelante Expanded School Liaison K-12	05Z	LMC	$2,707.56
2019	8	354	6366044	Interfaith Women's Summer Safe Haven Shelter	05Z	LMC	$28,000.00
					05Z	**Matrix Code**	**$102,802.19**
Total							**$161,652.62**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	25	338	6280322	Project Administration	21A		$8,693.65
2018	25	338	6290181	Project Administration	21A		$11,018.52
2019	10	353	6365964	Project Administration	21A		$3,706.29
2019	10	353	6365979	Project Administration	21A		$11,336.79
2019	10	353	6365982	Project Administration	21A		$3,920.63
2019	10	353	6365984	Project Administration	21A		$2,812.29
2019	10	353	6365988	Project Administration	21A		$2,811.11
2019	10	353	6365996	Project Administration	21A		$2,522.34

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	353	6371308	Project Administration	21A		$4,352.17
2019	10	353	6371319	Project Administration	21A		$2,902.65
2019	10	353	6371325	Project Administration	21A		$3,265.95
2019	10	353	6380325	Project Administration	21A		$1,451.36
2019	10	353	6390200	Project Administration	21A		$3,607.61
					21A	**Matrix Code**	**$62,401.36**
Total							**$62,401.36**

Signature: Alexandra Ladd
Alexandra Ladd (Oct 16, 2020 10:56 CDT)

Email: agladd@santafenm.gov

GB AFFD HSG 2019-2020 Consolidation Annual Performance Eval Report

Final Audit Report 2020-10-16

Created:	2020-10-15
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtETZo0dIOigZs1G5WuU1c-6wNfuxh9fL

"GB AFFD HSG 2019-2020 Consolidation Annual Performance Eval Report" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-10-15 - 11:35:36 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2020-10-15 - 11:36:54 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2020-10-16 - 3:55:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2020-10-16 - 3:56:19 PM GMT - Time Source: server- IP address: 192.108.242.86

Agreement completed.
2020-10-16 - 3:56:19 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **August 24, 2020**

TO: **Alan Webber, Mayor**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer

FROM: **Kyra Ochoa, Community Services Director**

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Agreement with Santa Fe County for coordinating health and human service provider navigation services through the CONNECT network. (Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community organizations, and city and county programs, which shares a vision that all Santa Fe City and County residents regardless of income have access to high quality health care and are linked to the resources they need for health and well-being. Navigators are community health workers, volunteers, or social workers who link people to services and resources in our community. Agencies in the network are connected through a shared technology platform enabling navigators to send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

Non-medical needs such as secure housing, utilities, reliable transportation, nutritious food, and safe physical and social environments are key to health and well-being. CONNECT works with partners by breaking down communication and funding silos and fostering relationships between health and social service providers as well as those between residents seeking assistance and the navigators who guide them through the system. These relationships are the essence of CONNECT.

In January, 2018, the network included three Federally Qualified Health Clinics and eight nonprofit community service organizations and programs. In the following year and a half, the network grew and added an additional 14 community service organizations and had 60 navigators in all. As of July 2019, the City of Santa Fe joined the County as a partner, bringing twenty navigators from thirteen community organizations. This fall, family and youth-serving agencies funded through the Children and Youth Commission will increase the network to over 120 navigators in 70 programs at an array of agencies funded by the City and County.

Stakeholders meet regularly to define best practices and benchmarks for success in meeting social needs. All network navigators are linked by a common software platform called Unite Us, which they use to make referrals for services and goods in and out of network and which allows for on-line and in-real-time data sharing, communication and reporting.

The MOA formalizes and outlines the City County partnership going forward.

PROCUREMENT METHOD:
N/A.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202145.

FUNDING SOURCE:
N/A.

The funding source is:
Fund Name/Number: N/A.
Munis Org Name/Number: N/A.
Munis Object Name/Number: N/A.

ACTION REQUESTED:
Community Services respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: Memorandum of Agreement for navigation services through the CONNECT network

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *N/A*

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

Department Requesting Community Services Staff Name Kyra Ochoa

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Kent DeYoung — Administrative Manager — 08/24/2020
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway, CFO 9/30/20
Fran Dunaway (Sep 30, 2020 10:09 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202145**

Contractor: **Santa Fe County**

Description: **Memorandum of Agreement for coordinating health and human service provider navigation services through the CONNECT network.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Signature** Term End Date: **Indefinite**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **N/A**

Fran[illegible]unaway (Sep 30, 2020 10:09 MDT)

Purchasing Officer Review: Sep 30, 2020 Date:

Comment & Exceptions: MOA

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Alexis Lotero

Alexis Lotero (Sep 30, 2020 08:49 MDT)

Budget Officer Approval: Sep 30, 2020 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Kent DeYoung** Phone # **505-955-6568**

Email: **kddeyoung@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

MEMORANDUM OF AGREEMENT BETWEEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING "CONNECT", AN ACCOUNTABLE HEALTH COMMUNITY

THIS MEMORANDUM OF AGREEMENT is entered into on this _____ day of _____, 2020, by and between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS

WHEREAS, the City of Santa Fe and Santa Fe County Community Services Departments share a common vision of connecting all residents of the City and County, especially the most in need, with the resources key to improving health and wellbeing; and

WHEREAS, a quality health and wellbeing system promotes a healthy community by improving the health of populations, improving the patient system of care, and reducing the per capita cost of health care, and no single government or non-government entity is accountable for achieving a healthy community;[1] and

WHEREAS, the City and Santa Fe County are dedicated to achieving a healthy community by promoting an Accountable Health Community model, which is a structured, cross-sectoral alliance of healthcare, public health, social services and other organizations that plan and implement strategies to improve population health and health equity for all its residents; and

WHEREAS, the model is designed to strategically leverage resources across sectors, presenting opportunities to improve population health, reduce costs, and enhance access to and quality of care;[2] and

WHEREAS, the City and the County define population health as the health outcomes of all people in Santa Fe County and recognize that population health outcomes are the product of multiple *determinants* of health, including policies, clinical and public health care, genetics, behaviors (e.g., smoking, diet, and treatment adherence), social factors (e.g., housing, employment, education, and poverty), environmental factors (e.g., occupational, food, and water safety), and the distribution of disparities in the population;[3] and

WHEREAS, the City and the County's governing bodies endorse the Accountable Health Community model and seek to improve health, improve behavioral health, improve safety, and promote more equitable access to opportunities for realizing the full potential of all people in Santa Fe County; and

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[1] Institute for Healthcare Improvement, Triple Aim: http://www.ihi.org/Engage/Initiatives/TripleAim/Pages/default.aspx

[2] Prevention Institute, Accountable Communities for Health: https://www.preventioninstitute.org/projects/accountable-communities-health-ach

[3] Association of State and Territorial Health Organizations: https://www.astho.org/Health-Systems-Transformation/Medicaid-and-Public-Health-Partnerships/Learning-Series/Public-Health-and-Population-Health-101/

WHEREAS, the City's Community Services Department provides and coordinates services with Santa Fe County's Community Services Department, and both coordinate with state and other partners to address the determinants of health in order to promote a healthy community; and

WHEREAS, the County's and the City's Community Services Departments have both embarked on creating a single network of providers connected by "navigators", professionals who screen for social needs which impact health and wellbeing including access to housing, food, transportation, utilities, and interpersonal safety and who work to connect clients with needed resources; and

WHEREAS, a key feature of creating this network of better-connected health and human services providers in the community is to connect residents with needed resources; and

WHEREAS, there exists a need for a common tool whereby aggregate data on those residents screened and navigated through the health and human services system and the activities of those agencies serving them can be tracked to establish the scope of social needs and impact of services rendered to mitigate those needs; and

WHEREAS, the City of Santa Fe Community Services Department, via its Human Services Committee, Children and Youth Commission, and other City of Santa Fe funding boards, contracts with many of the same providers with which Santa Fe County contracts in order to provide both safety net and navigation services; and

WHEREAS, both departments seek to create a better-connected network of health and human service providers in Santa Fe so that residents can access resources such as housing, food, transportation, utilities, interpersonal safety, education, childcare and employment; and

WHEREAS, both departments envision the network they create in Santa Fe County growing throughout the state and acting as a model for other communities in New Mexico seeking to improve the health and wellbeing of their residents; and

WHEREAS, the City and Santa Fe County desire to formalize an agreement to effect a coordinated network of health and human services providers providing "navigation" to residents of the City and County, the purpose of which is to help residents access resources related to health care, housing, food, transportation, utilities, interpersonal safety, and other social determinants of health to be known as "Connect"; and

WHEREAS, the City and County desire to name this network "Connect".

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City of Santa Fe Community Services Department and the Santa Fe County Community Services Department (collectively the "Departments") agree to jointly create and support Connect, the network of health and human services providers who collectively serve the most vulnerable people in the City and County with a goal of enacting a model of care coordination that may be supported by state, federal, and private funders and replicated statewide.

2. **SCOPE.** The Departments agree to coordinate on: 1) collecting data via the same tool, a software system to assess the aggregate number of residents served by internal programs and community partner grantees and the impact of navigation and referrals on health outcomes, as well as which social needs go unmet in the County; 2) a communication strategy about Connect for the navigator network, funded agencies, current and potential partners, and the public; 3) strategies for growing the network and developing state and other funding sources for Connect.

3. **TERM.** This Memorandum of Agreement ("Agreement") shall remain in effect until terminated by either party pursuant to Article 4 below.

4. **TERMINATION.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

6. **NEW MEXICO TORT CLAIMS ACT.** Any liability incurred by the City or the County 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 the County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. **THIRD PARTY BENEFICIARIES.** By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. 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. **ASSIGNMENT.** Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

_____ _____

ALAN M. WEBBER, MAYOR DATE

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2020 09:09 MDT)

Jun 8, 2020

SENIOR
ASSISTANT
CITY ATTORNEY

DATE

APPROVED FOR FINANCES:

MARY M. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

5·28·2020
Date

Approved as to form:

Roberta D. Joe for G.S.S.

May 26, 2020

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Yvonne S. Herrera
Finance Director

5/27/2020

Date

MOA - Santa Fe County Connect

Final Audit Report 2020-06-08

Created:	2020-06-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZMp9yacdJjVpvQz3Q-U2oZxrEjLZ5mYB

"MOA - Santa Fe County Connect" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-06-08 - 2:53:58 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-06-08 - 2:54:19 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-06-08 - 3:09:21 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)
2020-06-08 - 3:09:21 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Oliver Products Company

Procurement Title: Oliver Products Company 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/Senior Services Staff Name Anya Alarid

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Anya Alarid — Project Administrator — 10/21/2020

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

Fran Dunaway (Oct 21, 2020 14:35 MDT) 10/21/20

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

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

City of Santa Fe, New Mexico
Memorandum

DATE: **October 21, 2020**

TO: **Finance Committee/Quality of Life Committee/Governing Body**

VIA: **Gino Rinaldi, Senior Services Division Director**
Yvette Sweeney, Nutrition Program Manager

FROM: **Enrique De Lora, Inventory Supervisor**

ITEM AND ISSUE:
Request for the Approval of purchase of paper Meals on Wheels trays in the Total Amount of $224,424.96 for Oliver Products-Food Trays and Seal Lidding, Four Year Term; Oliver Products Company; Enrique De Lora, esdelora@santafenm.gov, 505-955-4750

BACKGROUND AND SUMMARY:
The DSS annually requests the approval to purchase our Meals on Wheels trays and dessert cups from Oliver Products Company, located in Walker, Michigan. After researching through our various vendors, we have found that Oliver Products is the only vendor who provides this new innovated paper Meals on Wheels trays in the nation.

Our experience with this product has been satisfying as well as beneficial with the delivery of our home delivered meals. Beneficial features of this product include shrink wrapping the meal with a clear plastic cover which seals the entire meal, avoiding any spillage between any food items.

Additionally, Oliver Products provides our program free of charge with their machines to complete the process of sealing Meals on Wheels trays and in return our program purchases product from Oliver Products. This product provides state of the art technology to ensure compliance when transporting/delivering meals as mandated by our funding source the Area Agency on Aging as well as the Environmental Department. With the shrink wrap seal process, this new tray product will maintain food temperature longer during the delivery period as mandated by the aforementioned Agencies.

PROCUREMENT METHOD:
The Procurement Method is Sole Source. Posted online for 30 days on 09/15/2020. Signed by Fran Dunaway on 10/16/2020.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 241
Munis Org Name/Number: Senior Nutrition Programs/2410114
Munis Object Name/Number: Operating Supplies/530200

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - (*) must be completed.

***Date:** 09/11/2020

***Prepared By:** Enrique De Lora ***Title:** Inventory Supervisor

***Vendor Name:** Oliver Packaging and Equipment Company

***Address:** 3236 Wilson Drive NW

***City:** Walker ***State:** MI ***Zip Code:** 49534

***Description of Goods/Service to be procured:**

***Estimated Cost:** $224,424.96

Term of Contract: (One (1) year from award) Four years from award

***Sole Source Request Justification Questions 1-4.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

After conducting a complete search of available sources and consulting with various vendors, there is only one source for this required service. Oliver Packing and Equipment provides the sealing machines and maintenance while purchasing their items. We have found that other vendors do not provide machines or maintenance and require us to purchase current machines as they become outdated.

City of Santa Fe, New Mexico

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[X] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract.***

N/A

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

Various vendors such as Ben E. Keith Foods, Shamrock Foods, Sysco Foods, Just the Best, and Sobien's will provide Oliver trays with a 30% increase on top of what we currently pay ordering directly from Oliver Packaging and Equipment Company. Webstaurant Store provides a similar 3-compartment tray (lids purchased separately) for $97.28 per case (250) trays which comes out to $.39 a tray whereas Oliver's 3-compartment tray (film included) is $198.22 per case (800) trays which comes out to $.25 a tray.

City of Santa Fe, New Mexico

***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway (Sep 15, 2020 14:49 MDT) Sep 15, 2020

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., 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 (Oct 16, 2020 09:46 MDT) Oct 16, 2020

Fran Dunaway, CPO **Date**
Purchasing Officer for the
City of Santa Fe

Required Attachments:

- ***Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
- ***Quote from sole source Contractor***
- ***Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2019

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.Certs@marsh.com Fax: 212.948.0360 CN101419387-ALL-GAWU-20-21	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED OLIVER PACKAGING & EQUIPMENT COMPANY 3236 Wilson Dr. NW Walker, MI 49534	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** ACE Fire Underwriters Insurance Company — 20702 **INSURER C :** Indemnity Insurance Company of North America — 43575 **INSURER D :** ACE Property & Casualty Insurance Company — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006515186-03 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDOG71565373	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISAH25291001	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			XOO G27931340 005	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC66044853 (AOS)	01/01/2020	01/01/2021	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		SCFC66044890 (WI)	01/01/2020	01/01/2021	E.L. EACH ACCIDENT	$ 2,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC66044816 (AZ,CA,MA)	01/01/2020	01/01/2021	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Sante Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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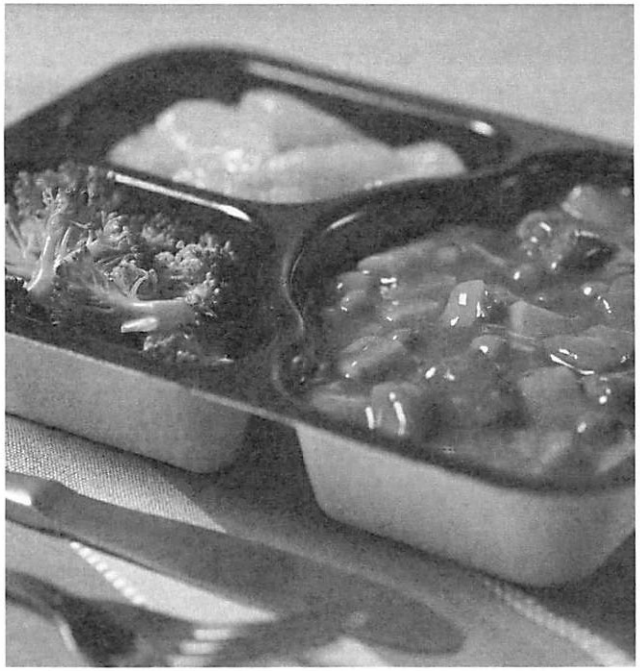
REPUTATION FOR QUALITY & SERVICE

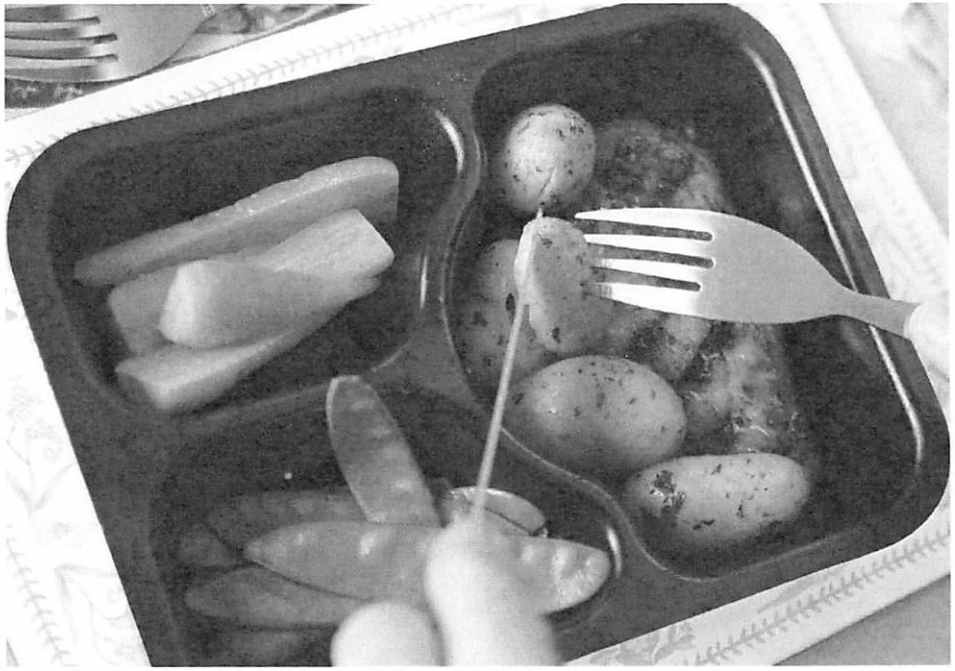
Since 1890 Oliver has built a reputation for high-quality products and personable customer service, leading us to be recognized as the market leader in packaging systems for Senior Meals on Wheels programs. With the cooperation of meal providers like you, we've developed a truly innovative and original packaging system, built for simplicity, robustness, client dignity, and ease of ownership.

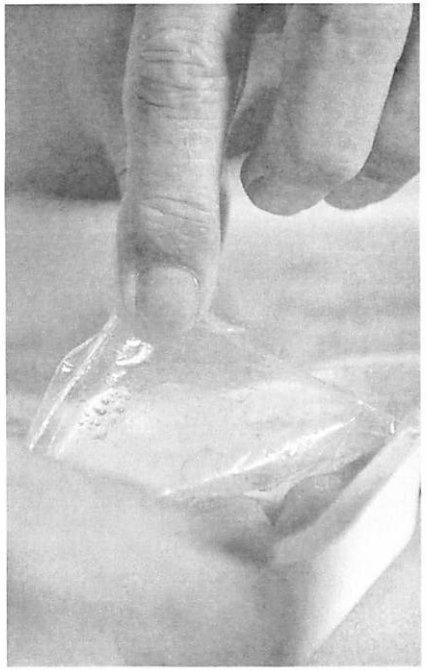
OLIVER

SPEEDSEAL®

SENIOR MEALS PACKAGING SYSTEM







OLIVER

Oliver Packaging & Equipment Company
3236 Wilson Dr NW • Walker, MI 49534
(800) 253-3893 • (616) 356-2950 • www.oliverquality.com

©2013 Oliver Packaging & Equipment Company

MADE IN USA

Quality & Service Built By You, For You













INNOVATIVE
RELIABLE
ORIGINAL

YOUR STORY IS OUR STORY

It began with a simple question: Could we create a better package for home-delivered meals? Better for the client; better for the agency? In 1998, we worked side-by-side with executive directors, nutrition directors, kitchen managers, kitchen staff, delivery volunteers, and meal clients. We asked questions; lots of questions. Seeking to understand the process for preparing and packing the meals, we started the day at 5:30 am with dedicated kitchen crews. We then went the next step and observed the delivery process, even riding along with volunteers. Perhaps most valuable of all, we also spoke with meal clients directly.

What we achieved was only possible through incredible cooperation with meal providers just like you. We developed a truly innovative and original packaging system, built for simplicity, robustness, client dignity, and ease of ownership.

From Oliver to you: thank you! What you do every day to reduce hunger and provide nutrition to our elderly population puts a smile on the faces of not just your clients, but everyone involved.

UNIQUELY SIMPLE

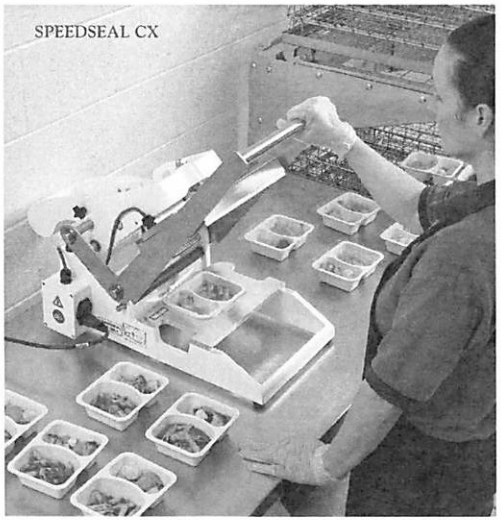
Based on our initial market research, our equipment is specifically designed for Meals on Wheels programs to be robust, simple to use, and easy to maintain. Taking it a step further, we partnered with DuPont to create a film specific to the Meals on Wheels market to be strong enough for the rigors of delivery yet easy to peel.

The platen sealing technology of our equipment, our design-patented trays, and our specifically constructed film partner in giving you the ideal package for your Meals on Wheels program. This simply unique system can save you time and money while ensuring client satisfaction — a winning combination!

SPEEDSEAL BENEFITS

- Designed in collaboration with Meals on Wheels programs across the US
- Over 20 years experience
- Free equipment program: no "locked in" contract
- Free service and support
- All-inclusive price: no "plus shipping" charges
- Toll-free number for customer service and technical support
- Extensive line of packaging and accessories specifically designed for the home-delivered meals market
- Standard and perforated films for easy processing
- Original equipment manufacturer
- Regionally-based sales managers
- Made in the USA


SPEEDSEAL CX 2


SPEEDSEAL CX


SPEEDSEAL MX 2

FREE SPEEDSEAL® EQUIPMENT

Your non-profit organization may qualify for FREE meal packaging equipment!

- Heat sealers are available for lower-volume programs for a one-time rental fee
- Organization must pay a shipping & handling fee on machine and complete a credit application
- Dedicated service support: 800.253.3893 (Option 2)
- Equipment designed to match meal programs of any size
- No "locked in" contract

SPEEDSEAL CX 2

Countertop Model 1208 N

- Seals 4 to 6 trays per minute
- Seals and cuts film in two easy steps
- Hot platen self-aligns, ensuring complete and even sealing of film
- Lightweight, compact design
- To qualify for a Speedseal CX 2 Manual Heat Sealer, a kitchen must package a minimum of 40 trays per day or 10,000 trays annually

Max Tray Dim: 8.625"W x 6.5"L
Machine Dim: 11.5"W x 13.5"L x 6.25"H

SPEEDSEAL CX

Countertop Model 1308 N

- Seals up to 8 trays per minute
- Seals and cuts film in one easy step
- Hot platen self-aligns, ensuring complete and even sealing of film
- Versatile and portable
- To qualify for a Speedseal CX Manual Heat Sealer, a kitchen must package a minimum of 75 trays per day or 18,750 trays annually

Max Tray Dim: 8.625"W x 6.5"L
Machine Dim: 14"W x 27"L x 24"H

SPEEDSEAL MX 2

Custom Large Volume Conveyor Model 1908

- Efficient, intermittent-motion sealing
- Seals 5 to 34 trays per minute
- Simple to operate; easy to cross-train employees
- Constructed of stainless steel and anodized aluminum
- To qualify for an MX 2 Automatic Heat Sealer, a kitchen must package a minimum of 500 trays per day or 125,000 trays annually

Max Tray Dim: 8.5"W x 6.5"L
Machine Dim: 23"W x 78"L x 47"H







SPEEDSEAL® PAPER TRAYS & FILM



Item No. 51451
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.



Item No. 58103
8.625" x 6.5" x 1.875"
18 / 7 / 7 oz.



Item No. 73417
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.



Item No. 60281H
8.875" x 6.8"
Snap-On Lid for 3-C
Paper Trays



Item No. 6264
8.625" x 6.5" x 1.5"
18 / 9.5 oz.



Item No. 6262
8.625" x 6.5" x 1.875"
22 / 11 oz.



Item No. 6265
8.625" x 6.5" x 1.5"
18 / 9.5 oz.



Item No. 62034
6.5" x 5" x 1.5"
16 oz.



Item No. 62017
6.5" x 5" x 1.8"
21 oz.



Item No. 62018
6.5" x 5" x 1.8"
11 / 8 oz.



SPEEDSEAL FILM
Available for a wide variety
of applications

PAPER TRAYS

- Made with a minimum of 70% recycled materials
- Freezer to microwave or oven; filled meal package functions from -40°F to 400°F
- Reheat sealed trays up to 180°F
- Polyester film lining provides a liquid barrier
- Sanitary presentation; tamper-evident seal
- Sealed compartments; no cross-contamination
- Superior heat retention, yet cool to touch
- Additional paper trays available (for more information please reference price list)

SPEEDSEAL FILM

- Made in the USA
- Speedseal film is clear; food remains visible
- Easy to peel yet strong enough for the rigors of delivery

ENVIRONMENTAL SUSTAINABILITY

- Made in the USA
- Speedseal paper trays are made from 100% renewable resources*
- Speedseal film contains up to 35% post-industrial recycled materials

*Except for tray liner

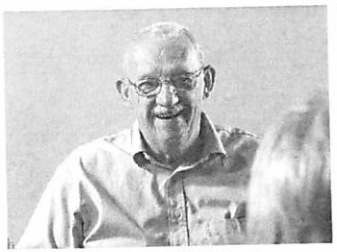
"I highly recommend Oliver Packaging."

"Oliver Packaging saves us half the cost on our meal trays compared to our previous vendor. Each compartment gets individually sealed, so spaghetti sauce doesn't end up in the green beans — and they are biodegradable! Everyone I've dealt with at Oliver is friendly and professional. I highly recommend Oliver Packaging."

Diane McClymonds
Executive Director, TLC Meals on Wheels, Centennial, CO
Customer Since 2012

"We have been using the 3-compartment paper tray for over 10 years. We like that the trays can go in the microwave or the oven for reheating by clients, and the food is sealed in different compartments so it does not get mixed together. The Oliver staff are always very friendly and helpful. I would recommend Oliver products to anyone."

Roberta Schroyer
Food Service Director, Lubbock Meals on Wheels, Lubbock, TX
Customer Since 2000







SPEEDSEAL® PLASTIC TRAYS & FILM



Item No. 61229
8.625" x 6.5" x 1.5"
15.5 / 6.5 / 6.5 oz.



Item No. 61230
8.625" x 6.5" x 1.875"
18 / 6.7 / 6.7 oz.



Item No. 61797
8.625" x 6.5" x 1.5"
18 / 9.5 oz.



Item No. 61798
8.625" x 6.5" x 1.875"
22 / 11 oz.



Item No. 61743
6.68" x 4.7" x 1.51"
16 oz.



Item No. 60888
8.5" x 6.5" x 1.87"
39 oz.



Item No. 61738
6.63" x 5.02" x 1.5"
18.5 oz.



Item No. 61625
3.6" x 1.375"
4.1 oz.



Item No. 61633
6.25" x 1.75"
18.5 oz.



Item No. 61630
7.68" x 5.81" x 1.21"
10.2 / 7 oz.



Item No. 61631
8.5" x 6.44" x 1.53"
11.8 / 11.8 oz.



SPEEDSEAL FILM
Available for a wide variety of applications

PLASTIC TRAYS

- Dual-ovenable (microwave & oven safe)
- Freezable to -40°F
- Oven safe to 350°F for 30 minutes (on a sheet pan)
- Reheating of sealed trays: up to 180°F
- Sealed compartments: no cross-contamination
- Easy to open
- One, two, and three compartment trays
- Additional plastic trays available (for more information please reference price list)

SPEEDSEAL FILM

- Made in the USA
- Speedseal film is clear: food remains visible
- Easy to peel yet strong enough for the rigors of delivery

ENVIRONMENTAL SUSTAINABILITY

- Made in the USA
- Recyclable*
- Speedseal film contains up to 35% post-industrial recycled materials

** If local recycling authority accepts PETE*

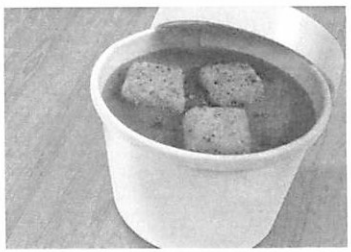
"Oliver has always been responsive to our needs."

"We have worked with Oliver Packaging for over 10 years to help supply our Senior and Child Nutrition Program Providers with serving options to meet their needs. Oliver employees have always been sensitive to our needs and the needs of our customers without exception. Their experience and expertise helps us provide our customers with innovative packaging options for their consumers.

Oliver engineers and manufacturing support personnel provide exceptional service on the sealers and packaging equipment used to prepare meals daily. They are responsive to the needs of our operations and understand the importance of excellent seals and quality controls. Their commitment to continuous improvement is much appreciated."

John Hale
GA Food Services, St. Petersburg, FL
Customer Since 1999







SPEEDSEAL® CUPS & ADDITIONAL TRAYS



Item No. 61813
3"W x 0.75"D
1.5 oz.



Item No. 57395
3"W x 2.0625"D
4 oz.



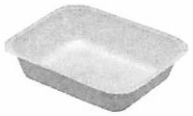
Item No. 57415
3"W x 3"D
6 oz.



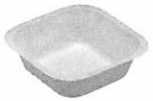
Item No. 61623
3.75"W x 2"D
8 oz.
Vented lid available (61218)



Item No. 60722
5" x 6.5" x 1.375"
16 oz.



Item No. 75808
6.063" x 7.938" x 1.75"
32 oz.



Item No. 75693
4.156" x 4.094" x 1.25"
6.5 oz.



Item No. 6001
6.75" x 8.78" x 1.625"
37 oz.



Item No. 61622
8.5" x 6.25" x 3.25"



Item No. 61811
8.875" x 6.375" x 2"



Item No. 60866
6.5" x 3.5" x 3"



SPEEDSEAL FILM
Available for a wide variety of applications

"Thank you Oliver!"

"We have been using the Oliver meal trays and soup cups in our Meals on Wheels program in Bozeman, Montana, for several years and are so happy with them. We like the deep dish trays and especially the soup cups. Both are so easy to seal and never leak during the delivery process. As a result, our volunteers who deliver the meals each day think they are great, too."

Judy Morrill
Executive Director, Bozeman Senior Center, Bozeman, MT
Customer Since 2006

"Our Meals on Wheels clients appreciate Oliver trays and cups for the convenience they offer. The trays are microwave or conventional oven safe for reheating, unlike metal trays, where in the past a few clients ruined their microwave ovens. The Oliver cups allow our senior citizens center to reduce the cost of juice by half — saving our program over $1,200.00 per year! Thank you Oliver!"

Dave Klingler
Meals on Wheels Coordinator, Madison County Senior Citizen Center, Rexburg, ID
Customer Since 2010

SPEEDSEAL CUPS

- Eliminates leakage and cups opening during transit
- A cost-effective alternative to pre-packaged fruit cups
- Food remains visible
- Tamper-evident seal
- Dignified presentation to your client

SOUP CUPS

VENTED PAPER LID

- Secure seal
- Quick way to package soup
- Great to have on-hand for backup

FILM LID

- Tamper-evident seal
- Food remains visible
- Spill-resistant
- Reheat in microwave or conventional oven

ADDITIONAL PAPER TRAYS

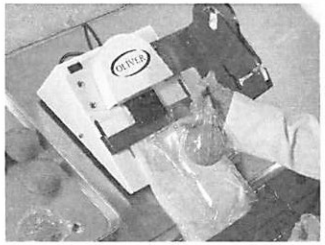
- Eco-friendly: made from sustainable materials
- Sanitary presentation: tamper-evident seal
- Reheating of sealed trays: up to 180°F
- Rethermalization of frozen meals up to 350°F with proper film
- Polyester film lining provides a liquid barrier
- Easy to peel yet strong enough for the rigors of delivery
- Additional paper trays available (for more information please reference price list)

COLD LUNCH TRAYS

- Cold items can be packaged together in a tamper-evident sanitary manner
- Condensed packaging can reduce costs as well as save on labor
- Safe and easy to open
- Dignified presentation

SPEEDSEAL FILM

- Made in the USA
- Speedseal film contains up to 35% post-industrial recycled materials
- Speedseal film is clear: food remains visible
- Easy to peel yet strong enough for the rigors of delivery



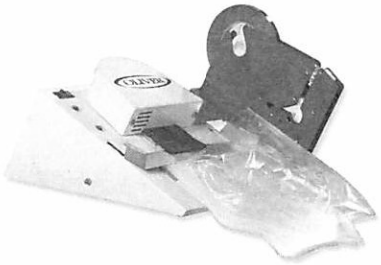








MEAL MOVER
Premium Delivery Bag



BAGGER



LABELER



SPACE SAVER

SPEEDSEAL® ACCESSORIES

MEAL MOVER
Premium Delivery Bag

- Easy-to-open Velcro top
- Water-resistant easy-to-clean interior; tough exterior constructed of 600 denier fiber
- Carry using handles or detachable shoulder strap
- Clear slip pocket for delivery route sheet
- Supplemental, optional heat packs extend delivery range (pictured right)
- Maintains hot meal temperatures above 142°F for 2 hours*

*Starting meal temperature of 180°F; bag lid must be closed completely after removing meal

SMALL BAG:	MEDIUM BAG:
Capacity**: 18 standard, 14 deep	Capacity**: 27 standard, 21 deep
Dimensions: 15.5"H x 13"D x 15"W	Dimensions: 15"H x 13"D x 21.75"W
Weight: 6 lbs.	Weight: 8 lbs.
Ship Weight: 7 lbs. (approx.)	Ship Weight: 10 lbs. (approx.)

**Based on Oliver 2- and 3-compartment paper and plastic trays

LABELER

- Provides an element of safety for your clients: clearly labeled meal components and preparation/expiration dates
- Lightweight and easy to move: only 25 lbs.
- Compact design for seamless integration in meal packaging area
- Satisfy meal label requirements
- Customizable label design
- Labeler ships completely set up: plug & print
- Available to you cost-free if you use 300+ labels per day

SPACE SAVER

- Easy assembly
- Lockable wheels
- 3 shelves will hold up to 200 lbs. evenly distributed; ideal for holding a sealing machine, trays, and film
- Durable thermoplastic resin will not chip, warp, crack, rust, or peel

BAGGER

- Accommodates 3", 4", and 5" wickets
- Easy to use efficient packaging method for rolls, bread, cookies, etc.
- Portable, lightweight, and compact; minimizes counter space
- Quiet operation
- Tamper-evident seal
- Variety of bag sizes available
- Tape dispenser mounts on either side, depending on process flow
- Colored tape available in blue, white, green, yellow and red



MICROCORE FLEX PACK

Patented Microcore technology for both hot and cold use. Heat in microwave for 1-2.5 minutes per side (adjust for oven wattage) or cool in refrigerator/freezer overnight. Flexible and designed to withstand over one ton of pressure. Wipe clean. One in small bag; two in medium.

- 8" x 12" x 1", 2 lbs.
- Smaller option available, 5" x 7" x 1"



OVENTECH RIGID PACK

Patented material wrapped in Teflon sleeve. Heat in 375° for 20 minutes. Handle hot pack with care. Dishwasher safe. One in small bag; two in medium.

- 13" x 9" x .5", 1 lb.



ELECTRIC LAVA PACK

Rigid heating element emits energy from both sides. Place in bag, plug in for 20 minutes. Add hot meals to bag, unplug, and deliver. Helps maintain temperature up to 3 hours after unplugged.

- Max temperature: 284°F
- 13" x 9" x .5", 2.5 lbs.
- 120V; 2.5 AMPS



D/C HEAT PACK

Rigid heating element emits energy from one side. Place in bag, add hot meals to bag, plug in to vehicle, and deliver. Helps maintain temperature.

- Max temperature: 221°F
- 12.75" x 10" x .5", fits small meal mover
- 16" x 8.5" x .5", fits medium meal mover
- Weight: .5 lbs.
- 4 AMPS

NOTES

OLIVER®

Quality Meal Packaging and Bakery Equipment
Since 1890

ORDERING INFORMATION

To order, please call (800) 253-3893 or (616) 356-2950. Visit us online at www.oliverquality.com.

GB SENIORS OLIVER PRODUCTS 4 YEARS

Final Audit Report 2020-10-21

Created:	2020-10-21
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAffu_z-js3n6w0J35MIwUVC5l3VMRIlbb

"GB SENIORS OLIVER PRODUCTS 4 YEARS" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
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Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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Agreement completed.
2020-10-21 - 8:35:46 PM GMT

MEMORANDUM

Date: October 26, 2020

To: Alan Webber, Mayor
City Council, Finance Committee, Quality of Life Committee

Via: Jarel LaPan Hill, City Manager

From: Bernadette Salazar, HR Director

Re: 2021 Holiday Calendar

Background:

In accordance with Rule 6.50, A., of the City of Santa Fe Personnel Rules and Regulations, attached is the proposed 2021 Holiday Calendar. The holidays listed below comply with the Personnel Rules as well as the current collective bargaining agreements between the City of Santa Fe, the POA, SFFA, and AFSCME. If approved, the calendar will be published for all City of Santa Fe Employees.

Holidays	Actual Date	Observed Date
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021	Friday, November 26, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Santa Fe Fiestas (1/2 day)	Friday, September 10, 2021	Friday, September 10, 2021
Columbus Day/Indigenous Peoples Day	Monday, October 11, 2021	Monday, October 11, 2021
Armistice Day/Veterans Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Christmas Day	Saturday, December 25, 2021	Friday, December 24, 2021

Action Requested:

Through this memo, I respectfully request that the 2021 Holiday Calendar be approved.

City of Santa Fe Employee Calendar 2021

JANUARY

S	M	T	W	T	F	S
					1 New Year's Day Pay Day	2
3	4	5	6	7	8 End Pay Period	9
10	11	12	13	14	15 Pay Day	16
17	18 Martin Luther King	19	20	21	22 End Pay Period	23
24/31	25	26	27	28	29 Pay Day	30

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5 End Pay Period	6
7	8	9	10	11	12 Pay Day	13
14	15	16	17	18	19 End Pay Period	20
21	22	23	24	25	26 Pay Day	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5 End Pay Period	6
7	8	9	10	11	12 Pay Day	13
14	15	16	17	18	19 End Pay Period	20
21	22	23	24	25	26 Pay Day	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2 End Pay Period	3
4	5	6	7	8	9 Pay Day	10
11	12	13	14	15	16 End Pay Period	17
18	19	20	21	22	23 Pay Day	24
25	26	27	28	29	30 End Pay Period	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7 Pay Day	8
9	10	11	12	13	14 End Pay Period	15
16	17	18	19	20	21 Pay Day	22
23/30	24/31 Memorial Day	25	26	27	28 End Pay Period	29

JUNE

S	M	T	W	T	F	S
		1	2	3	4 Pay Day	5
6	7	8	9	10	11 End Pay Period	12
13	14	15	16	17	18 Pay Day	19
20	21	22	23	24	25 End Pay Period	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
				1	2 Pay Day	3
4	5 Independence Day	6	7	8	9 End Pay Period	10
11	12	13	14	15	16 Pay Day	17
18	19	20	21	22	23 End Pay Period	24
25	26	27	28	29	30 Pay Day	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6 End Pay Period	7
8	9	10	11	12	13 Pay Day	14
15	16	17	18	19	20 End Pay Period	21
22	23	24	25	26	27 Pay Day	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3 End Pay Period	4
5	6 Labor Day	7	8	9	Fiesta Friday 4 hours off 10 Pay Day	11
12	13	14	15	16	17 End Pay Period	18
19	20	21	22	23	24 Pay Day	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1 End Pay Period	2
3	4	5	6	7	8 Pay Day	9
10	11 Indigenous Day	12	13	14	15 End Pay Period	16
17	18	19	20	21	22 Pay Day	23
24/31	25	26	27	28	29 End Pay Period	30

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5 Pay Day	6
7	8	9	10	11 Veterans Day	12 End Pay Period	13
14	15	16	17	18	19 Pay Day	20
21	22	23	24	25 Thanksgiving Day	Presidents Day 26 End Pay Period	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3 Pay Day	4
5	6	7	8	9	10 End Pay Period	11
12	13	14	15	16	17 Pay Day	18
19	20	21	22	23	Christmas Day 24 End Pay Period	25
26	27	28	29	30	31	

Pay Day

Pay Period Ending

Observed Holiday

APPROVED 00/00/2020

City of Santa Fe, New Mexico
Memorandum

DATE: **October 1, 2020**

TO: **City of Santa Fe Governing Body**

VIA: **Jarel LaPan Hill, City Manager** JLH
Regina Wheeler, Public Works Director RW
Erin McSherry, City Attorney EM
Andrea Salazar, Assistant City Attorney AS

FROM: **Sam Burnett, Property Maintenance Manager**

ITEM AND ISSUE:
Request for Approval on the License Agreement in exchange for obligations of Licensee for an indefinite term between the City of Santa Fe and New Mexico Department of Cultural Affairs.

BACKGROUND AND SUMMARY:
This agreement will grant a License to the New Mexico State Department of Cultural Affairs for the use of the right-of-way at the corner of Garfield Street and Guadalupe Street. The total area included in this license is 5,900 sqft.

This License allows the Licensee to use the Premises for the purpose of construction staging and storage during construction of the Vladem Contemporary Museum, and creating and maintaining landscaping and improvements for the Vladem Contemporary Museum. No other use by the Licensee of the right-of-way shall be allowed.

Both the City Attorney's Office and the General Counsel for the NM Department of Cultural Affairs have reviewed and negotiated the terms of the License with their internal stakeholders.

The Licensee's use of the Premises for any purpose not provided for herein shall be deemed a material and substantial breach of this Agreement and shall constitute grounds for injunctive relief by the City.

ACTION REQUESTED:
We respectfully requests your review and approval.

LICENSE AGREEMENT
FOR ENCROACHMENTS ONTO
CITY RIGHT-OF-WAY

THIS AGREEMENT, made this _____ day of September, 2020, by and between the City of Santa Fe, New Mexico, a Municipal Corporation, (the "City"), and the State of New Mexico, acting by and through the Department of Cultural Affairs, a political subdivision of New Mexico (the "Licensee"), whose address is Bataan Memorial Building, 407 Galisteo Street, Suite 260, Santa Fe, NM 87501.

WITNESSETH:

In consideration of the Licensee's promises herein, the City hereby gives the Licensee a License, revocable and terminable as hereinafter provided, to enter on the property of the City as follows:

1. **PREMISES**. Subject to all of the terms and conditions of this License Agreement, the City allows the Licensee to use and occupy that portion of City right-of-way located at the northwest corner of the intersection of Garfield Street and Guadalupe Street. The area of encroachment consists of approximately 5900 square feet as shown on **Exhibit "A"**, attached hereto and made a part hereof (the "Premises").

    a. The City agrees to allow, and hereby allows, the Licensee to use the Premises for the purpose of construction staging, and storage, during construction of the Vladem Contemporary Museum, and creating and maintaining landscaping and improvements for the Vladem Contemporary. No other use by the Licensee of the right-of-way shall be allowed.

    b. No other uses shall be allowed in any manner by the Licensee beyond those actions necessary to create and maintain the landscaping and site improvements.

    c. Licensee's use of the Premises for any purpose not provided for herein shall be deemed a material and substantial breach of this Agreement and shall constitute grounds for injunctive relief by the City.

2. **TERM**. This License Agreement shall commence on the date entered above, which shall be no earlier than the date of execution by all parties, and shall continue until this License Agreement is terminated as provided in Part 4 below.

3. **PAYMENT**. The City hereby waives its standard fees for this License Agreement; provided, however, in the place and stead of those fees, the City accepts as full consideration for granting this License, the Licensee's performance of the following actions, at the Licensee's sole expense, and in conformity with the requirements of Section 10 below:

a. relocate the existing bus stop, no later than the substantial completion of the construction of the Vladem Contemporary Museum, to the location depicted on Exhibit B attached hereto and incorporated herein by reference[or: to a location acceptable to the City of Santa Fe Transit Division];
b. reconstruct the sidewalk at the southwest corner of the intersection of Guadalupe and Montezuma Street to be ADA compliant no later than the substantial completion of the construction of the Vladem Contemporary Museum, to the reasonable specifications timely provided by the City in the location depicted on Exhibit B; and
c. relocate the existing fire hydrant and/or the crosswalk signal pedestal at the southwest corner of the intersection of Guadalupe and Montezuma Streets, as approved by the City of Santa Fe Traffic/Engineering Division, no later than the substantial completion of the construction of the Vladem Contemporary Museum to the location depicted on Exhibit B.

4. **TERMINATION.**
   a. If the City faces a health, safety, or operational need to use the Premises that conflicts with this license, the City may revoke this License Agreement or reduce the area of the Premises, at any time upon thirty (30) days written notice to the Licensee.

   b. The Licensee may terminate this License Agreement at any time upon six (6) month written notice to the City.

   c. In the event that this License is terminated by either party, the Licensee agrees to peaceably and promptly surrender the Premises on that date that is no more than six (6) month after the written notice of termination, to remove all trade fixtures and personal property that the Licensee has placed on the Premises, and, if requested by the City, to restore the Premises to its original state at the time of Licensee's entry thereon; however, in no event shall the City require or have the right to compel the Licensee to relocate the bus stop or fire hydrant to their original locations or to remove the ADA compliant sidewalk constructed in accordance with this License Agreement.

5. **NO INTEREST CREATED.** The Licensee agrees that no property or real estate interest of any kind is conveyed by virtue of this License or by the Licensee's occupancy or use of the Premises under this License Agreement, except as set forth herein.

6. **NO ASSIGNMENT OR SUB-LICENSE.** The Licensee shall not assign this License or make any sub-license under this License Agreement.

7. **INSURANCE.** Subject to the New Mexico Tort Claims Act, the State has coverage for losses and suits as set forth in its State of New Mexico Liability Certificate of Coverage and its State of New Mexico Property Certificate of Coverage, copies of which have been provided to City and which are acceptable to City. The State may obtain and maintain, at its sole expense, including, without limitation, the following:

obtains such a policy or policies of insurance, it is identify the City as an additional insured.

8. **NEW MEXICO TORT CLAIMS ACT**. Any liability incurred by the City and/or the Licensee in connection with this License Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et.seq., as amended. The City, the State and DCA, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

9. **RECORDING**. This License Agreement shall be recorded in the office of the Santa Fe County Clerk in its entirety.

10. **OBLIGATIONS OF LICENSEE**. The Licensee shall comply with the following conditions:

    a. This License is subject to the provisions of the Santa Fe City Code Sections 14-8.4 (Landscape and Site Design), 23-2 (Construction and Maintenance of Curbs, Gutters, and Sidewalks), and other applicable City code requirements.

    b. The approval of this License does not constitute the issuance of a building permit.

    c. The Licensee shall keep the Premises clean and maintained.

    d. The Licensee's right to use the Premises is subject to any and all existing easements, including utility easements, and the rights incident thereto.

APPROVED THIS_____ DAY OF _____, 2020.

CITY OF SANTA FE, A MUNICIPAL CORPORATION

_____
ALAN WEBBER
MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Oct 20, 2020 15:32 MDT)

ASSISTANT CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
BUSINESS UNIT/LINE ITEM
21117.460150
MUNIS 2122800

LICENSEE:
DEPARTMENT OF CULTURAL
AFFAIRS FOR THE STATE OF NM

By: _____
NICK SCHIAVO
Deputy Secretary

ACKNOWLEDGEMENT

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

Subscribed and sworn to, or affirmed under penalty of perjury, and acknowledged before me by Nick Schiavo, the Deputy Secretary of the New Mexico Department of Cultural Affairs, personally known to me or identified through satisfactory evidence, on this 24th day of September, 2020, after March 30, 2020 and for an indefinite period of time, pursuant to State of New Mexico Executive Order 2020-015, as amended by State of New Mexico Executive Order 2020-039, in which we engaged in direct interaction using audio-video technology. During such audio-video conference, Nick Schiavo signed this instrument while I observed him/her during the audio-video conference. Nick Schiavo transmitted to me this legible copy by fax or other electronic means, or caused it to be hand-delivered to me, on the same day it was signed.

Jane Elizabeth Egan
Notary Public
Printed Name: Jane Elizabeth Egan

My Commission Expires: November 25, 2023

OFFICIAL SEAL
JANE ELIZABETH EGAN
Notary Public - State of New Mexico
My Commission Expires: 11/25/2023

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK TYNDALL
DIRECTOR
RISK MANAGEMENT

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

STATE OF NEW MEXICO LIABILITY CERTIFICATE OF COVERAGE

Certificate of Coverage – Effective 07-01-2020

SECTION 1

I. PURPOSE AND NATURE OF THIS CERTIFICATE OF COVERAGE

This Certificate of Coverage must be construed in conformity with the corresponding Letter of Administration. This Certificate of Coverage does not provide insurance, but instead provides an explanation to the covered **Governmental Entities** and **Public Employees** of the State of New Mexico about the intent of the use of funds from the **Public Liability Fund.** This Certificate of Coverage shall be applied giving full effect to the intent of the **New Mexico Tort Claims Act,** NMSA § 41-4-1 et seq., as interpreted and determined in accordance with the Section V of this Certificate of Coverage. As the **Public Liability Fund** is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide separate counsel to a **covered party** in disputed coverage situations. Finally, failure to provide notice to a **covered party** of any covered dispute **shall not operate to waive any of the provisions of this Certificate of Coverage.**

II. COVERAGE DEFINED

A. The **Public Liability Fund** will pay those sums for **ultimate net loss** that the **covered parties** become legally obligated to pay as damages because of the liabilities and waivers of immunity set forth in the **New Mexico Tort Claims Act,** caused by an **occurrence,** except as otherwise excluded under Section IV, below. The duty to defend under this Certificate of Coverage extends to liabilities and waivers of immunity expressly contained in the **New Mexico Tort Claims Act**. The duty to defend also extends to causes of action arising under the **New Mexico Fair Pay for Women Act**, **New Mexico Inspection of Public Records Act**, **New Mexico Whistleblower Protection Act**, and the **New Mexico Ethics Commission Act**. There is no general duty to defend other claims.

B. The **Director**, acting on behalf of the General Services Department, Risk Management Division, through the **Public Liability Fund,** will have the right and the duty to defend the **covered party** against a claim or suit for damages covered under Section II, paragraph A, above. Such duty, however, shall cease upon final disposition of such claim or order issued by a court of competent jurisdiction.

III. COVERED PARTY

A. **Governmental Entities** are **covered parties** under the Certificate of Coverage. Employees of covered **Governmental Entities,** acting within the scope of their duties, are **covered parties.** Other parties defined by NMSA Section 41-4-3 (F) as **Public Employees** of covered **Governmental Entities** are **covered parties**.

B. Any other entity to which the General Services Department, Risk Management Division has issued a Certificate of Coverage is also a **covered party** under this Certificate of Coverage.

C. Any **Public Employee** using an automobile owned or leased by a covered **Governmental Entity** or other Certificate of Coverage holder is also a **covered party** under this Certificate of Coverage.

IV. EXCLUSIONS

Without limiting the **Director's** power to make a written determination if this Certificate of Coverage applies to any claim. This Certificate of Coverage does not apply to:

A. **Procurement Violations/Bid Specifications/Cost Overruns**

1. Claims arising out of protests, estimates of probable costs or costs estimated being exceeded, faulty preparation of bid specifications, or plans, including architectural plans.

2. Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided.

B. **Contractual Obligations**

Claims arising out of:

1. A failure to perform or breach of a contractual obligation; or

2. A failure to award a contract; or

3. A **covered party's** obligation to pay damages by reason of assumption of liability under contract or agreement. However, this exclusion does not apply to liability for damages the **covered party** would have in the absence of the contract or agreement.

C. **Employee Benefit Plans**

Benefits payable under any employee benefit plan.

D. **Fines, Penalties, and Punitive Damages**

Fines, sanctions, assessments, penalties, restitution, disgorgement, exemplary, or punitive damages. However, pursuant to Section 41-4-4 (C) of the **New Mexico Tort Claims Act**, this exclusion does not apply to exemplary or punitive damages awarded by a jurisdiction other than New Mexico against a Public Employee if such employee was acting within the scope of his employment.

Settlement agreements involving the **New Mexico Inspection of Public Records Act** require a **covered party's** contribution in an amount to be determined by the **Director**.

E. **Injunctive/Declaratory Relief**

Ultimate net loss arising out of relief or redress in any form other than money damages.

F. **Intentional Conduct**

Claims or damages caused by a **covered party's** expected or intentional conduct committed with malice, or willful or conscious disregard of New Mexico statutes or rights or safety of others. This exclusion does not apply to a **covered party** whose liability is based solely on its vicarious liability arising out of its relationship to one acting as described above.

G. **Abuse and Molestation**

Claims arising directly or indirectly, out of:

1. a **covered party's** actual or threatened abuse or molestation of any person while in the care, custody, or control of any **covered party**; or

2. the negligent employment, investigation, supervision, retention, or reporting to the proper authorities, or failure to so report, of a person for whom any **covered party** is or ever was legally responsible and whose conduct would be excluded by subparagraph G1., above.

H. **Land Use**

Claims arising out of or in connection with: land use regulation, land use planning, or the principles of eminent domain or condemnation proceedings.

I. **Pollution Cleanup**

Any loss, cost, or expense, including defense costs, arising out of any:

1. request, demand, or order that a **covered party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

2. claim or suit by or on behalf of a governmental authority for damages because of testing, monitoring, cleaning, removing, containing, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants.**

J. **Property of a Covered Party**

Property damage to:

1. property owned by or in the care, custody, or control of the **covered party**;

2. property rented to or leased to the **covered party** where it has assumed liability for damage to or destruction of such property; or

3. aircraft, watercraft, or any **vehicle** in the **covered party's** care, custody, or control.

K. **Animals**

Any loss, cost or expense, including defense costs, arising out of any injury or property damage caused by an animal, insect, or plant.

L. **Reasonable Accommodations**

Any expenses or costs incurred by a **covered party** arising from providing a reasonable accommodation to a disabled person, including any modification to premises or workspace to comply with the Human Rights Act or the Americans with Disabilities Act.

M. **Restitution from Officials or Employees**

Claims by a **covered party** against its own past or present elected or appointed officials, employees, or volunteers, where such claim seeks damages or restitution payable to the **covered party.**

N. **Workers' Compensation/Employer's Liability**

Claims for bodily injury to employees arising out of and in the course of employment by the **covered party** that is covered by the **Workers' Compensation Fund** and/or the workers' compensation laws of the State of New Mexico, of any other state, of the federal laws of the United States, or any similar laws.

O. **Wages and Salaries (Compensation Package)**

Damage awards arising out of claims for past or future salary or wage loss, including multipliers, benefits, retirement, insurance or claims for attorney fees by any potential, present, or former employee or official of the **covered party**, arising out of, but not limited to, employment-related practices, policies, acts, or omissions, including termination, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person. This exclusion extends to claims of a spouse, child, parent, grandparent, brother, sister, or any other relative legally recognized in the State of New Mexico to have legal standing to

bring a cause of action, of that person as a consequence of injury to the person at whom any of the employment-related practices, policies, acts, or omissions described above are directed.

Settlement agreements incorporating damages as described above require a **covered party's** contribution in an amount to be determined by the **Director**.

V. CONDITIONS

A. Covered Party's Duties in the Event of an Occurrence

1. The **covered party** will notify the **Director** in writing as soon as practicable of an **occurrence** that is likely to result in a claim under this Certificate of Coverage. Such notice will include particulars sufficient to identify the **covered party** involved and, to the extent possible, information regarding the time, place, and circumstances of the **occurrence**, and the names and addresses of any witnesses.

2. The **covered party** shall provide to the **Director** written notice of any claim received by the **covered party** as soon as possible, but in no event more than (7) seven days from receipt.

3. The **covered party** shall cooperate with the **Director** and, upon request, assist in making settlement, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **covered party,** and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

B. Right of the Director to Control Claim

1. The **Director** has the right to control the defense and settlement of a claim covered under this Certificate of Coverage. The **Director** shall have the right to select the attorney or attorneys representing each **covered party** and such attorney or attorneys shall be directed by, and report to, the **Director** with regard to the defenses, procedural decisions, and settlement of a claim.

2. The **Director** shall also have the right to determine if separate legal representation is needed where there is more than one **covered party** involved in a suit.

3. The **Director** shall have the exclusive right to settle a claim for which proceeds are to be paid out or are payable out of the **Public Liability Fund.**

C. Deductible

Pursuant to Risk Management Division rules and procedures, the **Director** may establish a deductible for each **Governmental Entity** that shall apply to each **occurrence** covered under Section II, above, by notifying the **Governmental Entity** in writing. However, in no event shall the deductible apply to an **occurrence** that commenced prior to the establishment of such deductible.

D. **Other Coverage**

The coverage provided by this Certificate of Coverage shall be excess over and not contributed with any insurance or other coverage that is available to the **covered party** whether such insurance or other coverage was purchased by the **covered party** or included such **covered party** as an additional insured or additional **covered party.** In the event of a liability claim arising out of a **Public Employee's** authorized use of a personal **vehicle**, used in the scope of that employee's duties, this certificate provides coverage in excess of the employee's personal liability coverage. The employee's personal liability policy is primary, including applicable personal insurance deductibles to be paid by the employee, and coverage is extended only in an amount to provide secondary coverage for the remaining financial exposure, if any, up to the **New Mexico Tort Claims Act** limit. This certificate does not reimburse an employee for their personal insurance deductibles.

E. **Changes**

Other than its annual issuance, the terms and conditions of this Certificate of Coverage shall not be altered or amended or waived, except by written notice signed by the **Director.** Such notice shall be provided at least (30) thirty days prior to the effective date of the change, in writing to the **Governmental Entities.**

F. **Coverage Disputes**

1. The **Director** shall make a written determination if this Certificate of Coverage applies to any disputed claim. The decision of the **Director** may only be appealed through arbitration. Such arbitration shall be requested by the **covered party** by written request to the **Director** within (30) thirty days of the postmark of the written determination of the **Director.**

2. If such arbitration is requested, the **covered party** and the **Director,** on behalf of the **Public Liability Fund**, shall, within (15) fifteen days from the date the written request is actually received in the office of the **Director**, select one arbitrator each and submit his or her name in writing to the other side. Within (10) ten days after their selections, the two arbitrators shall select a third independent arbitrator. If the two arbitrators cannot agree on the selection of the third arbitrator within those (10) ten days, either side may petition the First Judicial District Court in the county of Santa Fe for the appointment of the third arbitrator. The third arbitrator shall be an attorney and preside as the chairperson of the arbitration panel. No arbitrator shall be employed or affiliated with the **covered party** or the General Services Department, Risk Management Division.

3. The arbitration hearing shall commence within (45) forty-five days from the date of the selection of the chairperson, unless both sides agree to an extension. The **covered party** and the **Public Liability Fund** shall pay the cost of its own selected arbitrator and one-half of the cost of the third selected arbitrator. In addition, each side shall be responsible for its own cost and expense of arbitration.

4. The arbitration panel will endeavor to confine the length of the hearing to (2) two days. A decision of the arbitration panel shall be reported in writing. The written decision of the

arbitration panel shall be given to both sides within (30) thirty days of the close of the hearing.

5. During the course of the arbitration proceedings provided herein, the **Public Liability Fund** will be responsible for all fees and expenses for investigation, defense, or litigation of the claim or lawsuit in question. In the event the arbitration panel determines that coverage does not apply for such defense costs, the **covered party** shall reimburse the **Public Liability Fund** as directed by the arbitration panel.

6. All decisions of the arbitration panel shall be final and binding upon the parties and shall not be subject to any further appeal or court action.

G. **Public Liability Fund Protection**

Notwithstanding the duty of the **Director** to pay claims out of the **Public Liability Fund** under Section II above, the **Director** may withhold payment in any one fiscal year pursuant to Section 41-4-23 (D) of the **New Mexico Tort Claims Act**, if the **Director** believes that the **Public Liability Fund** would be exhausted by payment of all claims allowed during a fiscal year, and if so withheld, the **Director** shall notify all affected **covered parties** in writing as soon as practicable.

VI. DEFINITIONS

A. The phrase "**covered party"** means those persons or entities stated in Section III, above.

B. The phrase "**Governmental Entity**" or "**Governmental Entities**" means the state or any local public body as defined in Section 41-4-3 (B) of the **New Mexico Tort Claims Act** which has paid its allocated contribution to the Public Liability Fund.

C. The term "**occurrence**" means an event, act, failure to act, or any other incident which results, or is likely to result, in a claim under this Certificate of Coverage.

D. The term "**pollutant**" means any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, airborne particles or fibers, molds, asbestos, lead, and waste. Waste includes material to be recycled, reconditioned, or reclaimed. The term **pollutant** as used herein does not mean potable water, agricultural water, water furnished to commercial users, or water used for fire suppression. The term **pollutant** also does not mean police use of mace, oleoresin capsicum (O.C.), pepper gas, or tear gas; or to weed abatement or tree spraying.

E. The phrase "**Public Liability Fund**" means the fund created under Section 41-4-23 of the New Mexico Tort Claims Act.

F. The term "**Director**" means the **Director** of the Risk Management Division of the General Services Department of the State of New Mexico.

G. The phrase "**New Mexico Tort Claims Act**" means NMSA 1978, Section 41-4-1 et seq. (1976), as may be amended.

H. The phrase "**ultimate net loss**" means the total of all defense costs, defense attorney's fees, and all damages for which the **covered party** is liable arising out of an **occurrence** for which coverage under this Certificate of Coverage applies.

I. The phrase "**Workers' Compensation Fund**" means the fund established under the Risk Management Division statute, NMSA 1978, Section 15-7-6 (1977), as may be amended from time to time, to fund the liabilities for injuries to the employees of the State of New Mexico under the Workers' Compensation laws of the State of New Mexico.

J. The term "**vehicle**" means a land, water or air motorized **vehicle**, trailer or semi-trailer, including any machinery or apparatus attached thereto.

SECTION 2

COMMUNITY LAND GRANTS COVERAGE AND LIMITATIONS

I. COVERED COMMUNITY LAND GRANTS

A. The General Services Department, Risk Management Division is authorized under Section 41-4-30 of the **New Mexico Tort Claims Act** to issue a Certificate of Coverage to community land grants that are governed as a political subdivision of the State of New Mexico pursuant to NMSA 1978, Chapter 49, Article 1.

B. Coverage is contingent upon prompt payment by the community land grant of the community land grant's assessment to the **Public Liability Fund** as determined by the **Director** of the Risk Management Division.

II. COVERED ACTIVITIES OF COMMUNITY LAND GRANTS

A. Coverage is provided for the official activities of the covered community land grant, which are those activities explicitly authorized by the board of trustees of the community land grant for the governance and operation of the community land grant as a **Governmental Entity**, and that are the type of activities typically undertaken by the **Governmental Entities** in New Mexico, and that are not excluded by virtue of being business enterprise activities.

B. Coverage is provided for the approved activities of the covered community land grant, which are those activities conducted at a community center that are approved through procedures established by the board of trustees of the community land grant, and that are not excluded by virtue of being business enterprise activities.

III. EXCLUSIONS

A. Coverage for any community land grant does not include coverage for any enterprise or activities undertaken by any of the individual members of the community land grant, whether singly or in association with others.

B. Coverage for any community land grant does not include coverage for any liability attributed to the business enterprise activities of a community land grant. Business enterprise activities include:

1. Any activity undertaken for purposes of earning a monetary profit for the community land grant or for any of its members. The term "monetary profit" as used herein does not include reasonable incidental charges or fees, such as may be made to recoup costs of furnishing meals or refreshments at official activities, or such as a reasonable fee for conducting an approved activity at the community center.

2. Any activity involving the lease or sale of any property of the community land grant.

3. Any activity organized to operate on a non-profit basis, which activity is typically operated on a for-profit basis when conducted by non-governmental entities, such as, but not limited to, the operation of a restaurant or inn, unless the **Director** upon application specifically gives prior approval of coverage for such activity, and only in accordance with such conditions as the **Director** may require.

4. Any activity involving the provision, sale, or consumption of alcoholic beverages.

C. Business enterprise activities are excluded from coverage regardless of whether they are authorized by the board of trustees of the community land grant, and regardless of whether they are undertaken by individual trustees, or by members, individually, as partnerships or as other types of associations, or in any corporate form.

MICHELLE LUJAN GRISHAM
GOVERNOR

KEN ORTIZ
CABINET SECRETARY

MARK TYNDALL
DIRECTOR
RISK MANAGEMENT

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
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FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
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STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

STATE OF NEW MEXICO PROPERTY CERTIFICATE OF COVERAGE

Certificate of Coverage – Effective 07-01-2020

SECTION 1

I. PURPOSE AND NATURE OF THIS CERTIFICATE

This Certificate of Coverage ("Certificate") does not provide insurance, but instead provides an understanding among the **Governmental Entities** of the State of New Mexico about the intent of the use of funds from the **Public Property Reserve Fund** established under NMSA 1978, Section 13-5-1. The **Public Property Reserve Fund** is not an insurer but rather is a fund established by the legislature of the State of New Mexico to provide reimbursement for **loss** to public property, as defined by this Certificate, where not otherwise insured as provided by law.

II. PROPERTY COVERED

Except as otherwise excluded or limited herein, the **Pubic Property Reserve Fund** covers all property of an insurable nature, including money, securities, and **vehicles**, now existing or hereafter acquired, owned by the **Governmental Entity**, in the care, custody or control of the **Governmental Entity** for which the **Governmental Entity** is legally liable, or for which the **Governmental Entity** has assumed liability prior to **loss**, wherever situated, not otherwise excluded.

III. PERILS COVERED AGAINST

The **Public Property Reserve Fund** covers against all risks of direct physical **loss** or damage not otherwise excluded occurring during the period of this Certificate to covered property, including the expense of removal of debris of covered property damaged by a covered peril.

IV. COVERAGE LIMITS AND DEDUCTIBLES

A. Subject to specific exclusions, modifications, and conditions hereinafter provided, the liability of the **Public Property Reserve Fund** in any one **loss** regardless of whether one or more of the coverages of this Certificate are involved and regardless of the number of certificates issued to **Governmental Entities** shall not exceed the Limit of Liability stated on declarations for each occurrence regardless of the number of **Governmental Entities** and/or coverages involved.

B. **The Risk Management Division Director** may establish a deductible for each **Governmental Entity** that shall apply to any one **loss** by notifying the **Governmental Entity** in writing. However, in no event shall the deductible apply to occurrences that commenced prior to the establishment of such deductible.

C. Notwithstanding the duty of the General Services Department, Risk Management Division ("GSD/RMD"), through the **Public Property Reserve Fund**, to pay claims under this Certificate, the General Services Department may withhold payment in any one fiscal year upon a belief by the **Risk Management Division Director** that the **Public Property Reserve Fund** would be exhausted by payment of all claims allowed during that fiscal year.

V. EXTENSIONS OF COVERAGE

A. PROPERTY IN COURSE OF CONSTRUCTION

1. In regards to course of construction of a new building or of a new construction project not previously covered by existing property coverage, the Certificate will provide automatic property coverage for the **Governmental Entity** subject to the following conditions:
   a. Project involves only real property on existing locations (excluding dams, piers, roads, tunnels, and bridges); and
   b. Value of the project at the location does not exceed an amount stated on the declarations. Projects that exceed this amount may be covered by the endorsement.
2. In regards to course of construction to, and remodeling of, existing and currently covered projects, this Certificate will provide automatic coverage for the **Governmental Entity** subject to the following conditions:
   a. Project involves only real property on existing locations (excluding dams, piers, roads, tunnels, and bridges); and
   b. Value of the project at the location does not exceed an amount stated on the declarations. Projects that exceed this amount may be covered by the endorsement.
3. Prior written notification must be delivered to the **Risk Management Division Director** identifying the project by name and specific location, the total project cost, and the anticipated date of completion.
4. Coverage under "Property in Course of Construction" is not considered builders risk coverage and does not indemnify any private sector contractor, entity, business, person, or organization. Thus, if any construction contract that contains a provision whereby a **Governmental Entity** agrees to indemnify or provide a contractor with builder's risk insurance coverage it does not modify the Certificate of Coverage.

B. OFF PREMISES SERVICES – Utilities

The coverage provided by the **Public Property Reserve Fund** is extended to include physical damage, business interruption **loss** and/or extra expense incurred and/or sustained by the **Governmental Entity** as a result of damage to, or destruction of, covered property damaged by a covered peril affecting any suppliers furnishing heat, light, power, gas, water, telephone or similar services to a **Governmental Entity's** premises. This coverage is limited to the liability limits stated on the declarations.

C. EXPEDITING EXPENSES

In the event of physical **loss** or damage covered hereunder, the coverage under this Certificate includes the reasonable extra cost of temporary repair and of the expediting the repair of such damaged property of the **Governmental Entity**, including overtime and the extra cost of express or other rapid means of transportation. This extension does not reimburse for administrative overhead or project costs. This coverage is subject to a sublimit per the Declarations.

D. DEBRIS REMOVAL

This Certificate also covers expenses incurred in the removal of debris of the covered property from the premises of the **Governmental Entity** that may be destroyed or damaged by a covered peril(s). This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore, or replace polluted land or water. *Note: Tree removal is subject to a $5000.00 per occurrence limit.*

E. DEMOLITION COST

In the event of physical damage to covered property by a covered peril, this Certificate is extended to cover the cost of demolishing any undamaged portion of the covered property, including the cost of clearing the site thereof, caused by **loss** from any covered peril(s) under this Certificate, and resulting from enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of buildings or structures, and in force at the time of **loss** which necessitates such demolition.

F. INCREASED COST OF CONSTRUCTION – Building Laws/Code Requirements

In the event of physical damage to covered property by a covered peril, this Certificate is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any state or local ordinance or law regulating the construction, repair, or demolition of real property, which is in force at the time such a **loss** occurs or which comes into force within (12) twelve months after such a **loss** occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the covered peril(s), or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law. The maximum amount of additional **loss** covered by this Certificate which results from the above referenced (12) twelve month period is not to exceed 20% of the amount of the physical damage **loss** from which this additional **loss** results.

G. ANIMALS

This coverage is extended to cover police dogs, horses, other specially trained animals, livestock, or research animals maintained in the normal course of business of the **Governmental Entity** subject to perils, exclusions, and valuation sections herein. Coverage includes re-training expenses.

H. TRANSIT

This Certificate is extended to cover personal property of the **Governmental Entity** or property held by the **Governmental Entity** in trust while in due course of transit transferred by a licensed, bonded company specializing in transporting valuable goods, worldwide or a non-combat related military transport, against all risks of direct physical **loss** or damage not excluded by this Certificate to covered property occurring during the term of this Certificate.

I. VEHICLES

1. Governmental Entity Vehicles

This Certificate is extended to cover **vehicles** (included rented autos) of the **Governmental Entity** against physical **loss** or damage by a covered peril during the term of this Certificate subject to the applicable deductible per occurrence.

2. Employee Vehicles

This Certificate is extended to cover **vehicles** owned and operated by an employee acting within the scope of their duties for an occurrence to be paid by the **Governmental Entity**. As a condition that must be satisfied prior to extending coverage, the **Governmental Entity** must certify in writing that the employee was acting within the scope of their duties and that the claim was first tendered to the employee's personal **vehicle** insurance carrier. Only upon certification by the **Governmental Entity** can they submit an Employee **Vehicle Loss** claim. Coverage is extended but is reduced in an amount commensurate with the degree of negligence attributable to the employee as determined by the **Risk Management Division Director**. The claim will be subject to the applicable deductible per occurrence to be paid by the **Governmental Entity**.

J. EMPLOYEE PROPERTY

1. Property of Others Owned by Public Employees / Volunteers

This Certificate is extended to cover personal **Property of Others** owned by a public employee acting within the scope of their duties that enhances their job performance, subject to the applicable deductible per occurrence to be paid by the **Governmental Entity**.

K. MITIGATION

In the event of physical damage of covered property as a result of the lack of maintenance, this certificate is extended to mitigate those items shown to have caused the ensuing loss to the structure owned by the **Government Entity**. This coverage shall only apply when conditions necessitate the immediate repair to roofs, windows, etc. to prevent future losses. Mitigation expenses covered by this extension will be subject to a $20,000.00 annual aggregate limit as approved by the Risk Management Advisory Board.

VI. PROPERTY EXCLUDED

This Certificate does not provide coverage for any of the following:

A. Property not identified in the RMD Annual Exposure Survey;

B. Standing timber, bodies of water, growing crops (not including experimental crops maintained in the normal course of business by a **Governmental Entity**);

C. Land and land improvements such as athletic fields, golf courses (including land on which covered property is located), site prep, and land values (except building landscaping);

D. Dams, tunnels, levies, paved/concrete surfaces, sidewalks, guard rails, cable/concrete barriers, bridges, swales, traffic signs/signals including electronic, markers, and curbing;

E. Property in due course of ocean marine transit;

F. Mail or other parcels after delivery to the custody of the United States Post Office, or other commercial mail or parcel carriers;

G. Valuable papers, data, electronic records, subscriptions, software, electronic funds, and wire transfers;

H. Offshore property, oil rigs, underground mines, caverns, and their contents;

I. Road, street equipment and/or attached apparatus owned, rented or controlled by the **Governmental Entity** or any other types of heavy mobile equipment used for road or other types of construction;

J. A **Governmental Entity's** personal property located outside the United States, unless the **Governmental Entity** has, prior to the **loss,** advised the Risk Management Division that such property will be located outside the United States;

K. Personal property of students, and non-employees occupying or storing property in **Governmental Entity** buildings or vehicles.

L. Fine Arts (Risk Management Division purchases a standalone policy with separate terms and conditions).

VII. PERILS EXCLUDED

This Certificate does not provide coverage for:

A. **Loss** or damage caused by, or resulting from, lack of maintenance, moths, vermin, termites or other insects, domestic animals or livestock, subterranean water intrusion, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, contamination, pollution, pathogen, rust, corrosion, wet or dry rot, mold, spores and fungus unless physical **loss** or damage not otherwise excluded herein ensues, and then only for such ensuing **loss**;

B. Physical **losses** or damage by normal settling, shrinkage, or expansion in building or foundation;

C. Delay or **loss** of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein);

D. **Loss** or damage to real or personal property caused by, or resulting from, misappropriation, conversion, inventory shortage, unexplained disappearance, theft/infidelity or any dishonest act on the part of the **Governmental Entity**, its employees, agents, or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest;

E. **Loss** or damage to real or personal property resulting from shrinkage, evaporation, **loss** of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light, or change in color, texture or flavor unless such **loss** is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot or civil commotion, aircraft, **vehicles**, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft;

F. **Loss** or shortage disclosed upon taking inventory or mysterious disappearance of property (except property in the custody of carriers or bailees for hire);

G. **Loss** or damage caused by rain, sleet, or snow to personal property in the open (except in the custody of carriers or bailees for hire);

H. **Loss** caused directly, or indirectly, by:

1. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by:
   a. any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air forces; or
   b. military, naval or air forces; or
   c. an agent of any such government, power, authority, or forces;

2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority or hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

I. **Loss** by nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the covered peril(s) in this Certificate; however, subject to the foregoing and all provisions of this Certificate, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered by this Certificate;

J. Failure of borrowers or renters of books, library materials, or other **valuable papers and records** to return them to the **Governmental Entity**;

K. In regards to course of construction to already existing and covered property, the following exclusions shall apply:

1. The cost of making goods, faulty or defective workmanship, material, construction or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, material, construction or design;

2. The cost of non-compliance of, or delay in, completion of contract;

3. The cost of non-compliance with contract conditions; and

4. Equipment or tools not owned by a **Governmental Entity** and not a part, or destined to become a part, of the installation.

L. The following additional exclusions apply to **loss** or damage to animals covered under this Certificate:

1. Death of any animal(s) from natural causes;

2. Death of any animal(s) that dies from an unknown cause, unless:

   a. upon the death of such an animal a post-mortem examination is made of such animal by a licensed veterinarian, and
   b. the veterinarian's post-mortem report shows the cause of death to clearly fall within the coverages afforded by this Certificate.

3. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for such arises from an event covered by this Certificate; or

4. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by, or resulting from, the activities of the injured animal or other animals unless such death or destruction is the result of an event otherwise covered by this Certificate.

M. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the **Governmental Entity**, its agents, employees, or bailees (carriers for hire accepted) unless such **loss** is a result of an event otherwise covered by this Certificate;

N. The **loss** by death of any animal(s) as a result of parturition or abortion;

O. **Loss** resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended, unless such **loss** is the result of an event otherwise covered by this Certificate;

P. **Loss** by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease;

Q. The removal or disposal of the remains of any animal(s) or the expense thereof, unless such **loss** is the result of an event otherwise covered by this Certificate except this exclusion does not apply to the safe disposal of those animals infected with highly communicable disease;

R. The **loss** of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness);

S. Any claim consequent upon delay, deterioration, or **loss** of use or **loss** of market arising from an event covered by this Certificate; or

T. Cosmetic damage to real property caused by wind/hail resulting in marring or pitting of the exterior surface affecting the appearance but not the functionality or integrity of the materials.

VIII. VALUATION

A. In case of **loss** to property of a **Governmental Entity** covered hereunder, the basis of adjustment shall be as of the time and place of **loss** as follows, subject to applicable deductibles:

1. On all real and personal property, including **Property of Others** in the care of or control of the **Governmental Entity**, at the replacement value (as defined below) at the time of the **loss** without deduction for depreciation. If property is not replaced, or construction procurement begun, within (12) twelve months, then the actual cash value shall apply. No payment shall be provided if the **Governmental Entity** has no intention of replacement or repair of the damaged property or if repairs have not commenced within 18 months from the date of loss.

2. On **improvements and betterments** at the replacement value at the time of **loss** without deduction for depreciation. If property is not repaired or replaced, or construction procurement begun, within (12) twelve months, then the actual cash value shall apply.

3. On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. If property is not replaced, or construction procurement begun, within (24) twenty-four months, then the actual cash value shall apply. In the event of a partial **loss**, normal replacement cost coverage, as set forth in Section 1. Article VIII, Paragraph A (1) above, would apply.

4. On **Property of Others** for which the **Governmental Entity** is liable under a lease agreement. The **Public Property Reserve Fund's** liability on the event of **loss** is limited to the **Governmental Entity's** obligation as defined in said lease agreement, but not to exceed the replacement cost.

5. In regards to covered **vehicles,** and/or mobile equipment/unlicensed **vehicles** on or off premises, the **Public Property Reserve Fund** shall not be liable for more than the actual cash value of the property at the time any **loss** or damage occurs, and the **loss** or damage shall be ascertained or estimated according to such actual cash value as determined utilizing NADA clean retail value as a base price minus 10% for salvage, if vehicle is

retained. However, in no event shall the **loss** exceed what it would then cost to repair or replace, whichever is less, with materials of like, kind and quality, nor the amount for which the **Governmental Entity** may be liable. No payment will be provided if **Governmental Entity** has no intention of replacement or repair of damaged **vehicles**.

6. Unmanned Aerial System (Drones): In regards to covered **unmanned aerial systems** and attached apparatus the **Public Property Reserve Fund** shall not be liable for more than the actual cash value of the property at the time any **loss** or damage occurs, and the **loss** or damage shall be ascertained or estimated according to such actual cash value as determined by an independent appraiser as selected by Risk Management **Director.**

7. Animals: replacement cost with like kind.

8. Landscape: the actual replacement cost of sod, trees, shrubs, and plants; however, the **Public Property Reserve Fund's** liability for replacement of plants and shrubs will be limited to the actual size of the destroyed tree, plant or shrub at the time of **loss,** up to maximum size of 15 gallons per item. The term "landscape" does not include golf course greens, fairways, and bunkers.

B. Wherever the term "actual cash value" is used in regards to real property or **improvements and betterments** in this clause, or else where herein, it shall mean replacement value less depreciation;

C. "Replacement cost" shall mean the cost of repairing, replacing, constructing, or reconstructing (whichever is the least) the property at the time of **loss** on the same site, using new materials of like kind and quality and for like occupancy without the deduction for depreciation, subject to the following:

1. Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;

2. Replacement shall be effected by the **Governmental Entity** with due diligence and dispatch; and

3. Replacement need not be on same site or of same or similar construction or occupancy provided that the **Public Property Reserve Fund** shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.

D. In the event that the **Governmental Entity** should fail to comply with any of the foregoing provisions, settlement shall be made at actual cash value.

IX. PAYMENTS TO LOSS PAYEE

It is agreed that if a **loss** payee is added to this Certificate, if ever, then in the event of a covered **loss** hereunder the **Public Property Reserve Fund** will, at the request of such **loss** payee, pay the covered **loss** to the **loss** payee to the extent of its interest in the covered **loss**.

X. DUTIES OF THE GOVERNMENTAL ENTITY AFTER A LOSS

In case of **loss**, the **Governmental Entity** shall:

A. give *immediate* notice after the **loss** to the GSD/RMD via electronic notice. Notification over 30 days after the date of loss is subject to denial. Additional property (in the event of a multiple loss) including both real property and vehicles is to be submitted within 15 days of the initial report date. Additional property submitted after 15 days will be rejected and a new claim will be set up subject to the applicable deductible.

B. protect the covered property from further damage, make reasonable temporary repairs required to protect the covered property, and keep an accurate record of repair expenditures for reimbursement;

C. prepare an inventory of damaged personal property showing in detail, quantity, description, replacement value, and amount of **loss** and attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory. A lightning affidavit is required for the peril of lightning.

D. provide administrative oversight and project management as needed;

E. retain and exhibit the remains of the damaged property as often as may be reasonably required by the fund and submit to examination under oath;

F. submit to the fund within (60) sixty days after requested a signed, sworn statement of **loss** that sets forth to the best of the **Governmental Entity's** knowledge and belief:

1. the time and cause of **loss**;

2. interest of the **Governmental Entity** and all others in the property involved and all encumbrances on the property;

3. other policies of insurance that may cover the **loss;**

4. changes in title or occupancy of the property during the term of the Certificate;

5. specifications of any damage to the building or other covered property and detail estimates/invoices for repair of the damage; and

6. an inventory of damaged personal property described in Section 1, Article X, Paragraph C, above.

G. give immediate notice of such **loss** to the proper police authority if the **loss** is due to a violation of law;

H. provide **loss** details and documentation that validates the cause of **loss**; and

I. provide complete vendor information as requested by RMD to include name, address, and current substitute W-9 with all final invoice(s) submitted for payment.

XI. COVERAGE DISPUTE

A. The **Risk Management Division Director** shall make a determination if this Certificate applies to a disputed claim. The decision of the **Risk Management Division Director** may only be appealed through arbitration. Such arbitration shall be requested by the **Governmental Entity** written request to the **Risk Management Division Director** within (30) thirty days of receipt of the written decision of the **Risk Management Director**.

B. If such arbitration is requested, the **Governmental Entity** and the **Risk Management Division Director**, on behalf of the **Public Property Reserve Fund**, shall, within (15) fifteen days, select one arbitrator and submit his or her name in writing to the other side. Within (10) ten days after their selection, these two arbitrators shall select a third independent arbitrator. If the two sides cannot agree on the selection of the third arbitrator within (10) ten days, either side may petition the First Judicial District Court in the county of Santa Fe for the appointment of the third arbitrator. The third arbitrator shall be an attorney and preside as the chairperson of the arbitration panel. No arbitrator shall be employed by or affiliated with the **Governmental Entity** or the GSD/RMD.

C. The arbitration hearing shall commence within (45) forty-five days from the date of the selection of the chairperson, unless both sides agree to an extension. The **Governmental Entity** and the **Public Property Reserve Fund** shall pay the cost of its selected arbitrator and one-half of the cost of the third selected arbitrator. In addition, each side shall be responsible for its own cost and expense of arbitration.

D. The panel will endeavor to confine the length of the hearing in (2) two days. A decision of the panel shall be reported in writing. The written decision of the panel shall be given to both sides within (30) thirty days of the closing of the hearing.

E. All decisions of the arbitration panel shall be final and binding upon the parties and shall not be subject to any further appeal or court action.

XII. VALUATION DISPUTE

A. In case the **Governmental Entity** and the **Risk Management Division Director** shall fail to agree as to the amount of **loss**, then, on the written demand of either, each shall select a competent and neutral appraiser and notify the other of the appraiser selected. The appraisers shall proffer their reports to Risk Management Advisory Board for consideration and final determination, which shall be made by at least a majority of the Board.

XIII. OTHER COVERAGES

To the extent there is other coverage available, coverage under this Certificate will not contribute with any other coverage collectible by the **Governmental Entity** or **loss** payee. Coverage under

this Certificate shall be excess of such other coverage and the limits of liability under this Certificate shall be reduced to the extent other coverage is collectible.

XIV. SUBROGATION

A. In the event of any payment under this Certificate, the **Public Property Reserve Fund** shall be subrogated to all the **Governmental Entity's** or **loss** payee's rights of recovery against any person or organization and the **Governmental Entity** or **loss** payee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Governmental Entity** or **loss** payee shall assist and V.do nothing after **loss** to prejudice such rights.

B. The **Public Property Reserve Fund** shall not be bound to pay any **loss** if the **Governmental Entity** or **loss** payee has impaired any right of recovery of **loss**; however, it is agreed that the **Governmental Entity** may, as respects **Governmental Entity's** personal property in transit, accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise.

C. RMD shall retain all recovery rights and proceeds including deductibles, if applicable.

XV. OTHER CONDITIONS

A. PROTECTION AND PRESERVATION OF PROPERTY

In case of actual or imminent physical **loss** or damage of the type covered against this Certificate, the reasonable expenses incurred by the **Governmental Entity** in taking reasonable and necessary actions for the temporary protection and preservation of property covered hereunder shall be added to the total physical **loss** or damage otherwise recoverable under the Certificate and be subject to the applicable deductible and without increase in the limit provisions contained in the Certificate.

B. BREACH OF CONDITIONS

If any breach of a clause, condition, or warranty of this Certificate shall occur prior to a **loss** affected thereby under this Certificate, such breach shall not void the coverage nor avail the **Governmental Entity** to avoid liability unless such breach shall exist at the time of such **loss** under this Certificate, and be a contributing factor to the **loss** for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the **Governmental Entity** establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the **Governmental Entity** from recovering under this Certificate.

C. PERMITS AND PRIVILEGES

1. Anything in the conditions of this Certificate to the contrary notwithstanding, permission is hereby granted:

a. to make additions, alterations, extensions, improvements and repairs, to delete or demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
b. for such use of the premises as usual and/or incidental to the business as conducted therein, and to keep and use all articles and material usual and/or incidental to said business in such quantities as the exigencies of the business require; or
c. to be or become vacant or unoccupied with limit of time.

2. Nor shall this coverage be prejudiced by:

a. Any act or neglect of the owner of the building, if the **Governmental Entity** hereunder is not the owner, or of any occupant of the within described premises other than the **Governmental Entity**, when such act or neglect is not within the control of the **Governmental Entity**, named herein; or
b. By failure of the **Governmental Entity** to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the **Governmental Entity** has no control

D. PROTECTIVE SAFEGUARDS

The **Governmental Entity** shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

E. ASSIGNMENT, TRANSFER OR MODIFICATION

Assignment, transfer or modification of this Certificate shall not be valid without prior written consent of the **Risk Management Division Director**.

F. SALVAGE

When, in connection with any **loss** hereunder, any salvage is received prior or subsequent to the payment of such **loss**, the **loss** shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the **loss** was originally determined. RMD shall retain 100% of salvage rights and recovery proceeds.

G. RIGHT TO REVIEW RECORDS FOLLOWING A CLAIM

The **Governmental Entity**, as often as may be reasonably required, shall submit, and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by the GSD/RMD relative to any and all matters in connection with a claim, and produce for examination all books of account, bills invoiced and other vouchers, or certified copies thereof if originals be lost at such reasonable time and place as may be designated by the GSD/RMD or their representatives and shall permit extracts and copies thereof to be made.

XVI. DEFINITIONS

A. Loss

Each **loss** is defined as an incident or series of incidents not otherwise excluded by this Certificate and arising out of a single event or originating cause and includes all resultant or concomitant covered **losses**. When the term applies to **loss** or **losses** from earthquake shock, flood, hail and/or windstorm, the following provisions shall apply:

1. Windstorm/Hail

    a. Each **loss** by windstorm or hail shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The GSD/RMD may elect the moment from which each of the aforesaid periods of seventy-two (72) hour periods shall overlap.

2. Flood

    a. Each **loss** by flood shall constitute a single **loss** hereunder if any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) such flood shall be deemed to a single occurrence within the meaning of this Certificate.
    b. Flood shall mean a general condition of partial or complete inundation of normally dry land area from:
        i. overflow of inland or tidal water,
        ii. unusual and rapid accumulation or runoff of surface waters from any source.
    c. Flood shall also mean mudslide or mudflow, which is a river or flow of liquid mud caused by flooding as defined in Section 1, Article XVI, Paragraphs A (2) (b) (i) or (ii), above.

3. Earthquake Shock

    a. With respect to the peril of earthquake shock, any and all **losses** from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one **loss**. The GSD/RMD may elect the moment from which each of the aforesaid periods of one hundred sixty-eight (168) hours shall be deemed to have commenced but no two such one hundred sixty-eight (168) hour period shall overlap.

    b. The term earthquake shock is defined as: earth movement, meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as direct result of such earth movement. The definition of earthquake shock does not include ensuing **loss** or damage not otherwise excluded. Further, “Earthquake Sprinkler Leakage” is covered outside of the “Earthquake Shock” definition and subject to the basic peril deductible.

B. **Property of Others** means any property belonging to others for which a **Governmental Entity** has assumed care, custody, control or bailment.

C. **Improvements and betterments** means additions or changes made by a **Governmental Entity**/lessee at their own expense to a building they are occupying that enhance the building's value.

D. **Valuable papers and records** means written, printed, electronic or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts, but does not mean money or securities.

1. "Money" means currency, coins, bank notes, bullion, traveler's checks, register checks and money orders held for sale to public. The term "Money" does not mean electronic funds.

2. "Securities" means all negotiable and nonnegotiable instruments or contracts representing either money or other property, and includes revenue, food stamps and other stamps in current use, tokens, and tickets, but does not include money.

E. **Vehicle** means a land, water, or air motorized **vehicle**, trailer or semi-trailer, including any machinery or apparatus attached thereto.

F. **Governmental Entity** means a department, agency, or institution of higher learning of the State of New Mexico.

G. **Risk Management Division Director** means the **Director** of the Risk Management Division, General Services Department of the State of New Mexico.

H. **Public Property Reserve Fund** means the fund established pursuant to NMSA 1978, Section 13-5-1 as may be amended from time to time.

SECTION 2

COMBINED BUSINESS INTERRUPTION, EXTRA EXPENSE, AND TUITION FEES

A. This Certificate is extended to cover against **loss** caused by the perils covered by this Certificate, resulting directly from:

1. Necessary interruption of the **Governmental Entity's** business and the consequent reduction in gross earnings, and **loss** of tuition, caused by damage to or destruction of real or personal property, except finished stock, at any covered location; or

2. Necessary extra expense, as hereinafter defined, incurred by the **Governmental Entity** in order to continue as nearly as practicable the normal operation and normal gross earnings of the **Governmental Entity's** business following damage to or destruction of real or personal property.

B. In the event of a **loss**, the fund shall be liable for additional expenses which occur after 72 hours following the **loss**, including:

1. The actual **loss** sustained by the **Governmental Entity** resulting directly from such interruption of business, but not exceeding the reduction in gross earnings and tuition less charges and expenses which do not necessarily continue during the interruption of business (hereinafter referred to as "**loss** of earnings"), at any covered location; or

2. Such necessary extra expense incurred by the **Governmental Entity** for only such length of time (hereinafter referred to as the "period of restoration") as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property herein described as has been damaged or destroyed, commencing with the date of such damage or destruction.

C. Resumption of operations is:

1. Applicable to **loss** of earnings and tuition; if the **Governmental Entity** could reduce the **loss** by:

   a. complete or partial resumption of operation at the location herein described, whether damaged or not, or elsewhere;
   b. making use of merchandise or other property at the location described herein or elsewhere; or
   c. making use of stock (raw, in process, or finished) at the location herein described or elsewhere, such reduction shall be taken into account in arriving at the amount of **loss** hereunder.

2. Applicable only to extra expense: as soon as practicable, the **Governmental Entity** shall resume normal operations of the business and shall dispense with such extra expense.

D. For the purpose of this coverage, "gross earnings" are defined as the sum of:

1. Total net sales value of production;

2. Total net sales of merchandise;

3. Total net value of permit and license fees; and

4. Other earnings derived from operations of the business, less the cost of:

   a. Raw stock from which such production is derived,
   b. Supplies consisting of materials consumed directly in the conversion of such raw stock into finished stock or in supplying the services sold by the **Governmental Entity,**
   c. Merchandise sold, including packaging materials therefore, and
   d. Services purchased from outsiders (not employees of the **Governmental Entity**) for resale which do not continue under contract.

5. Note:

a. No other costs shall be deducted in determining gross earnings.
b. In determining gross earnings, due consideration shall be given to the experience of the business before the date of damage or destruction and the probable experience thereafter had no **loss** occurred.

E. Extra expense: The term "extra expense", wherever used in this coverage, is defined as the excess, if any, of the costs incurred during the period of restoration, chargeable to the operation of the **Governmental Entity's** business, over and above the costs that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any **loss** hereunder. Administrative project costs are not considered extra expense.

F. Tuition: For the purpose of this coverage, "tuition" is defined as that portion of "gross earnings" as defined in Section 2 (Business Interruption), Article IV "Gross earnings", above, which is tuition, fees, and other earnings from students of the **Governmental Entity**. Any claim for reduction in gross earnings shall be reduced by the amount of any claim for **loss** of tuition based on the same damage or destruction of real or personal property, except for that portion of any claim for **loss** of tuition which relates to the extension of the length of time applicable to **loss** of tuition beyond the period of restoration applicable to gross earnings as provided in Section 2, Article III, Paragraph B of this coverage.

G. Finished stock: The fund shall not be liable for any **loss** of earnings resulting from damage or destruction of finished stock nor for the time required to reproduce said finished stock; however, this Certificate covers such expense, in excess of normal, as would necessarily be incurred in replacing any finished stock used by the **Governmental Entity** to reduce **loss** of earnings under this Certificate.

H. Extension of coverage interruption by civil authority, this Certificate is extended to include:

1. The actual **loss** sustained by the **Governmental Entity**, resulting directly from **loss** of earnings as covered hereunder; or

2. Necessary extra expense incurred by the **Governmental Entity** as covered hereunder, during the length of time, not exceeding (4) four consecutive weeks, when access to premises covered by this Certificate is specifically prohibited by order of civil authority:

   a. As a direct result of damage to or destruction of adjacent property by perils covered against; or
   b. As a direct result of a bomb threat to covered premises.

I. Additional exclusions and limitations:

1. Applicable to **loss** of earnings and tuition resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils covered against: The length of time for which the **Public Property Reserve Fund** shall be liable hereunder is for the lesser of:

a. thirty (30) consecutive calendar days; or
b. the length of time that would be required to rebuild, repair, replace or restore such property herein described as has been damaged or destroyed.

2. Applicable to **loss** of earnings and tuition, the **Public Property Reserve Fund** shall not be liable for any increase of **loss** resulting from the suspension, lapse, or cancellation of any lease, license, contract or order unless such suspension, lapse, or cancellation results directly from the interruption of business, and then the fund shall be liable for only such as affects the **Governmental Entity's** earnings during, and limited to, the period of indemnity covered under this Certificate.

3. Applicable only to any extra expense, the **Public Property Reserve Fund** shall not be liable for the cost of repairing or replacing any of the real or personal property herein described, nor for the cost of research or other expense necessary to replace or restore damaged or destroyed records, including media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, that have been damaged or destroyed by the covered perils, except cost in excess of normal cost of such repair, replacement, or restoration necessarily incurred for the purpose of reducing **loss** under this Certificate. In no event shall such excess cost exceed the amount by which the total extra expense **loss** otherwise payable under this Certificate so thereby reduced.

4. The **Public Property Reserve Fund** shall not be liable for any increase of **loss** of earnings, tuition, nor for any extra expense resulting from interference at the described premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of business, nor shall the fund be liable for any other consequential or remote **loss**.

J. Definitions:

1. "Raw stock" means material in the state in which the **Governmental Entity** receives it for conversion by the **Governmental Entity** into finished stock.

2. "Stock in process" means raw stock which has undergone any aging, seasoning, mechanical, or other process of manufacturing at the location herein described but which has not become finished stock.

3. "Finished stock" means stock manufactured or processed by the **Governmental Entity** which in the ordinary course of the **Governmental Entity's** business is ready for packaging, shipment or sale.

4. "Merchandise" means goods kept for sale by the **Governmental Entity** which are not the product of manufacturing operations conducted by the **Governmental Entity**.

5. "Normal" means the condition that would have existed had no **loss** occurred.

K. Requirements in case **loss** occurs: The **Governmental Entity** shall render to the **Risk Management Division Director** a proof of **loss**, signed and sworn to by an authorized official of the

Governmental Entity as soon as practicable after the **loss** becomes known, stating the knowledge and belief of the **Governmental Entity** as to the following:

1. The time and origin of the property damage or destruction causing the **loss** of earnings, **loss** of tuition, or extra expense;

2. The interest of the **Governmental Entity** and of all others in the business;

3. All other contracts of insurance, whether valid or not, covering in any manner the **loss** covered by this Certificate;

4. Any change in the title, nature, location, encumbrance or possession of said business since the issuing of this Certificate; and

5. By whom and for what purpose any building herein described and the several parts thereof were occupied at the time of damage or destruction, and shall furnish a copy of all the descriptions and schedules in all policies, the actual amount of business interruption value, and **loss** of earnings, **loss** of tuition, or extra expense claimed, accompanied by detail exhibits of all values, costs and estimates upon which such amounts are based.

L. The **Governmental Entity**, as often as may be reasonably required, shall exhibit to any person designated by the **Risk Management Division Director** all that remains of any property herein described, and submit to examination under oath by any person named by the **Risk Management Division Director**, and subscribe the same; and, as often as may be required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the **Risk Management Division Director** or their representative, and shall permit extracts and copies thereof to be made.

Signature: Andrea Salazar
Andrea Salazar (Oct 20, 2020 12:09 MDT)

Email: asalazar@santafenm.gov

Signature:

Email: rawheeler@santafenm.gov

Signature:

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Signature:

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Signature: Regina Wheeler (Oct 20, 2020 17:09 MDT)

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Signature: Jarel LaPan Hill (Oct 20, 2020 17:12 MDT)

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GB PWD-LEGAL BATAAN BLDG-VIADEMN LICENSE 407 GALISTEO ST r1

Final Audit Report 2020-10-20

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

URGING THE LEGISLATURE OF THE STATE OF NEW MEXICO TO REPEAL THE STATUTORY PROVISIONS PREEMPTING STRICTER COUNTY AND MUNICPAL REGULATION OF THE SALE OF CIGARETTES, TOBACCO PRODUCTS, AND ELECTRONIC SMOKING DEVICES.

WHEREAS, tobacco use continues to be a public health problem in New Mexico, as the American Heart Association reports that approximately 2,600 New Mexico residents die from smoking each year, and 40,000 New Mexico children alive today will die prematurely from smoking if nothing is done to reduce tobacco use; and

WHEREAS, in 2015, the New Mexico Legislature passed Senate Bill 433, Tobacco Products, E-Cigarette and Nicotine Liquid Container Act, later signed into law on April 8, 2015, of which Section 10 declares that, "When a municipality or county, including a home rule municipality or urban county, adopts an ordinance or a regulation pertaining to sales of tobacco products, e-cigarettes or nicotine liquid containers, the ordinance or regulation shall be consistent with the provisions of the Tobacco Products, E-Cigarette and Nicotine Liquid Container Act,"

thereby nullifying and voiding all conflicting existing local laws and regulations and restricting the ability of communities to address their own burden of tobacco use and addiction; and

WHEREAS, in 2020, the New Mexico State Legislature passed Senate Bill 131, The Tobacco Products Act, later signed into law on March 4, 2020, part of which Section 24 declares, "when a municipality or county, including a home rule municipality or an urban county, adopts an ordinance, charter amendment or regulation pertaining to the sales of tobacco products, the ordinance, charter amendment or regulation shall be consistent with the provisions of the Tobacco Products Act,"; and

WHEREAS, prior to the enactment of SB 433, the counties had their own smoking and tobacco control ordinances, some of which were more stringent than the state laws regulating the sale or use of tobacco products; and

WHEREAS, one of the top objectives of the federal Office of Disease Prevention and Health Promotion's "Healthy People 2020" campaign is to "eliminate state laws that preempt stronger local tobacco control laws"; and

WHEREAS, the Governing Body of the City of Santa Fe believes that the city should not be prevented from adopting its own tobacco control laws and regulations to address the specific needs of its communities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Legislature of the State of New Mexico is urged to repeal the statutory provisions preempting stricter local regulation of the sale of cigarettes, tobacco products, and electronic smoking devices.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the Governor, the Speaker of the House of Representatives, and the President Pro Temp of the Senate.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3288

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Preemption of Tobacco Regulations

Sponsor(s): Councilors Romero-Wirth and Cassutt-Sanchez

Reviewing Department(s): Community & Economic Development

Staff Completing FIR: Rich Brown Date: 10/20/20 Phone: 655-6625

Reviewed by City Attorney: _____ Date: Oct 28, 2020

Reviewed by Finance Director: _____ Date: Oct 28, 2020

Summary:
The legislature of the State Of New Mexico is urged to repeal the statutory provisions preempting stricter local regulation of the sale of cigarettes, tobacco products, and electronic smoking devices.

Departments Affected:
Community Development and Community Health and Safety (Residents, Businesses & Tourists)

Consequences of Not Enacting Legislation:
Failure to enact may allow tobacco use to rise in the City's population.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body of the City of Santa Fe believes that the City should not be prevented from adopting its own tobacco control laws and regulations to address the specific needs of its communities.

Performance and Administrative Implications:
None identified

Fiscal Implications:
None identified.

Fiscal Impact

XX____ Check here if no fiscal impact

Adopted: 01/12/05; revised 8/24/05; 4/17/08;

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		

Other	$	$	$	
Total	$	$	$	

Revenue Narrative:

Adopted: 01/12/05; revised 8/24/05; 4/17/08;

Preemption of Tobacco Regulations (For Signature)

Final Audit Report 2020-10-28

Created:	2020-10-27
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcG5bnJLyOcl1PvFvDSmnkHL1Dy6Z6QD9

"Preemption of Tobacco Regulations (For Signature)" History

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2020-10-27 - 3:30:06 PM GMT

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2020-10-28 - 4:15:17 PM GMT- IP address: 174.62.11.171

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2020-10-28 - 5:19:29 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-10-28 - 5:34:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-10-28 - 5:34:39 PM GMT

Adobe Sign

City of Santa Fe New Mexico
Memorandum

Date: October 26, 2020

To: Quality of Life Committee and Governing Body

From: Rich Brown – Director, Community and Economic Development Department

RE: Preemption of Tobacco Regulations

ITEM AND ISSUE:

The proposed Resolution urges the New Mexico Legislature to repeal portions of the Tobacco Products Act that preempt a home rule municipality such as Santa Fe from enacting "an ordinance, charter amendment or regulation pertaining to the sales of tobacco products" that is not consistent with the provisions of the Act.

BACKGROUND AND SUMMARY:

The Tobacco Products Act was signed into law on March 4th of this year. Section 24 includes a provision that "when a municipality or county, including a home rule municipality or an urban county, adopts an ordinance, charter amendment or regulation pertaining to the sales of tobacco products, the ordinance, charter amendment or regulation shall be consistent with the provisions of the Tobacco Products Act." This prevents the City of Santa Fe from adopting regulations regarding the sale of cigarettes, tobacco products, and e-cigarettes that are more stringent than those provided for in State Statute. A repeal would enable the City of Santa Fe, should its Governing Body choose to do so in the future, to enact restrictions on tobacco products in order to protect the health of its residents.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

- Resolutions
- HB 433
- Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Renee Villarreal	Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez	Councilor Signe I. Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation; and

WHEREAS, the City's leadership recognizes the need for community engagement to encourage people to speak and to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the community, facilitated by a professional trained in cultural competency. The listening sessions will

be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, and common understanding;

B. Gather options and draft guidelines for existing statues, remembrances, and monuments;

C. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

D. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;

E. Identify opportunities for possible new monuments, remembrances, and works of public art;

~~F.~~ Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

G. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more humane and compassionate community with full participation by and from all;

H. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of the shared history;

I. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

J. Provide regular, monthly written updates to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

K. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* CHART Committee membership shall include twenty-one members. The members are not required to be residents of the City of Santa Fe. The members shall be nominated by Governing Body members, concerned community groups, and the public at-large. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall recommend a final

list of nominees to the Governing Body for approval no later than a month from the close of nominations. The Mayor shall appoint the chair or co-chairs; the full membership of the CHART Committee shall elect a vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico;
3. Two individuals with historical/cultural expertise and credentials, and/or higher education credentials, in New Mexico's history and culture;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with national museum or other professional historical interpretation experience;
7. Two former elected City of Santa Fe officials;
8. One representative of the State of New Mexico government involved in art, history, and culture;
9. One individual with a legal background with regard to the City's laws and policies;
10. One individual with mediator/dispute resolution training and experience; and
11. Three at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee.

B. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

C. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

D. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* in conducting its meetings when no other convention has been adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall appropriate the funds for the facilitation of the committee's work.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture, History, Art, Reconciliation and Truth Committee

Culture History Art Reconciliation and Truth Committee (For Review)

Final Audit Report 2020-10-21

Created:	2020-10-21
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7l8ImzZeAsqJ7hSLL_bdYFzrHQ0lWsW

"Culture History Art Reconciliation and Truth Committee (For Review)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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2020-10-21 - 6:57:44 PM GMT

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2020-10-21 - 7:08:08 PM GMT- IP address: 104.47.64.254

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Agreement completed.
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Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 22 ***strike*** "Three" and ***insert*** in lieu thereof "Two"

2. On page 4, line 24 ***insert*** the following new paragraph:
   "12. One individual to be nominated by the Santa Fe County Board of Commissioners."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(A)

Culture and Reconciliation Committee (Abeyta Amend)

Final Audit Report 2020-10-28

Created:	2020-10-27
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
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"Culture and Reconciliation Committee (Abeyta Amend)" History

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POWERED BY
Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 25 after the period ***insert*** "The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

Culture and Reconciliation Committee (Webber Amend)

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZAi7rjFYCwAZeC9kAHJmqF0GI12Rxug6

"Culture and Reconciliation Committee (Webber Amend)" History

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2020-10-28 - 3:47:32 PM GMT- IP address: 75.161.147.182

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2020-10-28 - 3:48:30 PM GMT

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2020-10-28 - 3:53:28 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-10-28 - 3:53:45 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
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CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 2, after the period ***insert*** the following new sentence "At least eight members of the committee shall be persons nominated by members of the Governing Body."
2. On page 4, line 6, after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
3. On page 4, line 21, ***strike*** "One individual with mediator/dispute resolution training and experience" and ***insert*** in lieu thereof "A member of the Mayor's Youth Advisory Board or a nominee selected by the Mayor's Youth Advisory Board."
4. On page 5, line 17, after the period ***insert*** the following new sentence "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(C)

Culture and Reconciliation Committee (Abeyta Amend 2)

Final Audit Report 2020-11-02

Created:	2020-10-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuProRII5cWCUbCPKRV-POwlQYU_vTU23

"Culture and Reconciliation Committee (Abeyta Amend 2)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-30 - 9:14:08 PM GMT- IP address: 75.161.147.182

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2020-10-30 - 9:14:27 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-11-02 - 5:53:17 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-11-02 - 6:19:03 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-11-02 - 6:19:03 PM GMT

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 17, ***insert*** after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statute from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 25, ***strike*** "trained" and ***insert*** "with mediator/dispute resolution training and experience"
3. On page 2, line 19, ***insert*** the following new paragraph:
   "B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"

* **Editor's Note: Renumber the succeeding sections accordingly.**

4. On page 2, ***strike*** lines 22-23 in their entirety

* **Editor's Note: Renumber the succeeding sections accordingly.**

5. On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and ***strike*** "written updates" and ***insert*** in lieu thereof "public presentations"
6. On page 3, line 21, ***strike*** "twenty-one" and ***insert*** in lieu thereof "nineteen"
7. On page 4, line 14, ***strike*** "national" and ***insert*** in lieu thereof "New Mexico"
8. One page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One"
9. On page 4, ***strike*** lines 19-21 in their entirety

* **Editor's Note: Renumber the succeeding sections accordingly.**

10. One page 4, line 22, ***strike*** "Three" and ***insert*** in lieu thereof "Four"

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

Approved as to Form:

_____ _____
Erin K. McSherry, City Attorney JoAnne Vigil Coppler, Councilor

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(D)

Culture and Reconciliation Committee (Rivera-Garcia-Vigil Coppler Amend)

Final Audit Report 2020-11-03

Created:	2020-11-03
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnDfZ0Cq-jIkV3j3m9icopIPD-g9ZzFiK

"Culture and Reconciliation Committee (Rivera-Garcia-Vigil Coppler Amend)" History

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2020-11-03 - 4:06:44 PM GMT

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2020-11-03 - 5:27:03 PM GMT- IP address: 104.47.65.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-11-03 - 5:36:22 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-11-03 - 5:36:22 PM GMT

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Hosting Community Conversations and Establishing the Culture, History, Art, Reconciliation, and Truth (CHART) Committee

Sponsor(s): Mayor Webber, Councilors Garcia, Vigil Coppler, Villarreal, Cassutt-Sanchez, Romero-Wirth, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Kristine Mihelcic Date: 10/16/20 Phone: 505-955-6846

Reviewed by City Attorney: _____ Date: Oct 26, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 26, 2020

Summary:
The proposed Resolution calls for Community Conversations and creates a Special Committee on Cultures, History, Art, Reconciliation, and Truth to identify ways Santa Fe can join together in a shared understanding to enhance community commons.

Departments Affected:
Office of Community Engagement; Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to create this committee as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

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

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, whether it be internal or a contract to manage.

Fiscal Implications:
Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects and the investment in our community, approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE 2022	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 150,000	$ 150,000	$ 0	Y	NR	TBD	
Operating	$	$	$				$
Total:	$ 150,000	$ 150,000	$				$ 300,000

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

Expenditure Narrative:

Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects, the investment in our community of approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile oral history report, including design and publication. This will ensure the project will truly reach most segments of the population in partnership with the neighborhoods. The listening sessions will be conducted virtually due to the pandemic and also in person with limited contact per the Public Health Order in place. The funding sources are still being reviewed and we are looking for potential funding sources internally and externally.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

No revenue.

Culture and Reconciliation Committee (FIR)(For Signature)

Final Audit Report 2020-10-26

Created:	2020-10-26
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcAw4AIwftIy8r8DszRJYMtYTZqW58cC

"Culture and Reconciliation Committee (FIR)(For Signature)" History

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2020-10-26 - 4:30:42 PM GMT

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2020-10-26 - 4:42:17 PM GMT- IP address: 174.62.11.171

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Signature Date: 2020-10-26 - 4:57:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-10-26 - 4:57:09 PM GMT

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ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020
ISSUE NO. 9G Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846) **Committee Review:** Public Works and Utilities Committee: 10/26/2020 Quality of Life: 11/4/2020 Public Works and Utilities Committee: 11/9/20 Special Finance Committee: 11/16/2020 Special Governing Body Meeting: 11/18/20
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to Postpone till 11/09/2020 PWPU Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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