



AGENDA

SPECIAL MEETING OF
THE GOVERNING BODY
DECEMBER 01, 2020
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

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

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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

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

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

To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/92212721499?pwd=R0ZoZW5kM0traHNuRVNKSkrTEkdadz09>

Passcode: 827059

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: (346) 248-7799 or (669) 900-6833

Webinar ID: 922 1272 1499

Passcode: 827059



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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **SALUTE TO NEW MEXICO FLAG**
4. **INVOCATION**
5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **DISCUSSION/ACTION ITEMS**
 - a. Request to Authorize the City Manager to Sign an Amendment to the CARES Act-Funded Contract with Family Independence Initiative (FII) to Increase the Contract in an Amount up to Three-Million Dollars (\$3,000,000), to Administer and Provide Direct Economic Relief to Indigent City Residents Affected by COVID. (Kyra Ochoa, Director of Community Services, krochoa@santafenm.gov, 955-6603)
 - b. Request for Approval of Amendment #1 to the NMCEH Professional Services Agreement to Increase Compensation of CARES Act Funding by \$194,942 for a Total Contract Amount of \$556,169. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov, 955-6346)
 - c. Request for Approval of an Amendment to Extend the Timeframe for Closing of the “Santa Fe Clay Building,” Located on Parcel F-1 at 545 Camino De La Familia in the Santa Fe Railyard and to Require the Purchaser, Luna Capital, to Provide Earnest Money in the Amount of \$10,000.00, which Will Either Remit to the City if the Sale Does Not Close or Be Applied to the Purchase Price if Closing Occurs Before December 31, 2020. (Andréa Salazar, Assistant City Attorney, salazar@santafenm.gov, 955-6303 and Rich Brown, Director, Community & Economic Development, rdbrown@santafenm.gov, 955-6625).
 - d. **CONSIDERATION OF RESOLUTION NO. 2020_____.** (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on November 30, 2020 by Sixty (60) Days, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6961)



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8. COMMUNICATIONS FROM THE GOVERNING BODY

9. ADJOURN

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

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

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



City of Santa Fe, New Mexico

Memorandum



DATE: November 29, 2020

TO: Governing Body

FROM: Kyra Ochoa, Community Services Director

ITEM AND ISSUE:

Request to authorize the City Manager to sign a second amendment to the CARES Act-funded contract with Family Independence Initiative (FII), increasing their original contract of one million, six hundred twenty-seven thousand, five hundred seventy-five dollars (\$1,627,575)—which was approved to be amended once in an amount up to \$850,000 by the Governing Body on 11/18/20—for up to three million dollars (\$3,000,000), to administer and provide direct economic relief to indigent City residents affected by COVID.

BACKGROUND AND SUMMARY:

As part of the City's CARES Act funding, the Community Services Department was granted 3.6 million dollars in funding for the CONNECT program to be distributed for the housing, food, transportation, utility, and safety needs of residents affected by COVID-19. Approximately two million dollars of this funding has been allocated to non-profit health and human service providers in our CONNECT network. The remainder has been earmarked to provide direct economic assistance to be administered by a national organization, the Family Independence Initiative (FII), which has administered CARES funds for this purpose for other states, municipalities and counties nationwide. Those eligible for assistance are city of Santa Fe residents who have experienced financial hardship due to COVID-19, resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses. Services launched on Monday, November 16. As of 11/24, 392 individuals have received \$415,500 in direct cash relief to cover basic needs and prevent eviction.

As our deadline to expend CARES fund approaches, we anticipate first reprogramming \$850,000 from the Community Services CARES budget into the FII contract (from unused funds in the amount of \$1,060,000 originally proposed to support families with children engaged in distance learning or who needed childcare to maintain employment). This will be the amount of the first amendment, which Governing Body authorized City Manager to sign and which is in process. We intend to reprogram the additional \$329,000 transferred to Community Services from other City Departments (BAR authorized 11/18). Finally, as we monitor expenditures by CONNECT program partners and communicate with other City Departments with additional unexpended funds, we expect to reprogram additional unexpended funds into the FII contract, which has the capacity to serve 1,000 additional people over and above the 3,166 people served by the original contract. The total amount of the second amendment will not exceed \$3,000,000.

We are, therefore seeking the governing body to authorize the City Manager to sign an amendment up to three million (\$3,000,000) to the FII contract.

PROCUREMENT METHOD:

Emergency Procurement

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/Fund 240
Munis Org Name/Number: Human Services/Org 2400122
Munis Object Name/Number: Grants & Services/510400

ACTION REQUESTED:

Approve the request to authorize the City Manager to sign a second amendment to the CARES Act-funded contract with Family Independence Initiative (FII) to increase the contract in an amount up to three million dollars (\$3,000,000) to administer and provide direct economic relief to indigent City residents affected by COVID.



STATE OF NEW MEXICO EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

Name of Department: General Government/Office of Affordable Housing

Requestor's Name: Alexandra Ladd, Director

Telephone Number: 505-303-9868 (remote #)

- I. Name of Contractor: New Mexico Coalition to End Homelessness

Address of Contractor: 440 Cerrillos Road, Suite D, Santa Fe, NM 87501

Amount of prospective contract: \$556,169 (increased by \$194,942 from original contract amount of \$361,227)

Term of prospective contract: Terminate on June 30, 2021

- II. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

The State of NM allocated CARES Act funding to the City of Santa Fe for the purposes of helping local governments respond to the health impacts of the COVID-19 global pandemic. Of particular concern is to assist people experiencing homelessness whose health and safety is directly threatened by the pandemic. With the additional funding provided from the State of NM, the City is able to increase its original contract with NMCEH which was funded through its CARES Act entitlement from the Department of Housing and Urban Development (HUD) in the amount of \$361,227 as a condition of its Community Development Block Grant (CDBG) entitlement. With this second procurement, funds will be deployed to continue operating the Midtown Shelter, located on City property at the former SF University of Art and Design campus. The scope of work includes: overseeing management of the shelter manager and case management team, furthering the implementation of comprehensive support services, and using the CARES funding

to pay for some of the administrative and materials costs related to operating the facility.

- III. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

In March of 2019, the State of NM issued a stay at home order for New Mexico residents to stem the tide of the coronavirus. In response, the City dedicated dormitory beds and apartments at the Midtown campus property to house people who did not have homes or safe places to shelter in place. A primary goal for the City's creation of the Midtown shelter was to reduce the potential for an outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers.

The NM Coalition to End Homelessness is uniquely situated to continue acting as the City's fiscal agent for the disbursement of these funds because its member agencies are the community's main providers of emergency shelter and supportive services for homeless people. As the coordinator of this network and other federal funds, NMCEH has proven that the services and case management provided at the shelter comprehensively meet the needs of the people staying there. More importantly, NMCEH has assisted the City with designing and implementing a longer term system of support services and shelter with the eventual goal of connecting shelter residents with permanent housing.

- IV. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.)

V.

The CARES Act funds are a one-time disbursement intended to assist the City with an emergency response to the coronavirus pandemic. The NMCEH is a proven fiscal agent of federal funds which ensures that the funds will be disbursed within the allowable time frame for expenditure. Additionally, increasing the compensation amount for the current contract relieves the City of the full financial burden of operating the facility for a longer time frame than initially compensated for. In the future, if additional funds are needed to continue the operations of the shelter or managing services at another location, an RFP for ongoing services would be released.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The COVID-19 global pandemic is a once in a lifetime event. It is not anticipated that the City would find itself in this situation ever again. If operating a shelter becomes a longer term priority for the City, an appropriate procurement process will be incorporated.

Certified by:

Date: Nov 24, 2020


Fran Dunaway (Nov 24, 2020 11:50 MST)

Fran Dunaway City of Santa Fe Chief Procurement Officer

City of Santa Fe Approval by:

Date: _____

Mary McCoy, Finance Director – City of Santa Fe Chief Financial Officer

Date: _____

Mayor Alan M. Webber or City Manager Jarel LaPan Hill

CITY OF SANTA FE
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT

THIS CONTRACT is made and entered into this 24th day of June, 2020 by and between the City of Santa Fe, a municipal corporation, (the "City") and New Mexico Coalition to End Homelessness, Inc.(the "Subrecipient").

RECITALS

1. The City of Santa Fe was entitled a CARES Act grant in the amount of \$361,227 from the Department of Housing and Urban Development (HUD) for the purposes of responding to emerging needs related to the coronavirus pandemic.
2. The City's initial response to the coronavirus pandemic included opening up dormitory rooms and apartments at the Midtown Property (formerly the Santa Fe University of Art and Design) to house people experiencing homelessness and/or in need of a safe place for maintaining safe social distance and self-quarantine.
3. Other objectives for this initiative include relieving local hospitals, reducing the potential for community spread within the homeless population, reduce the population density in local shelter facilities and support those released from detention facilities and in-patient recovery programs.
4. The City desires to use this CARES Act funding to support the continued operations of the shelter, now known as the "Midtown Shelter," to relieve the City's budget and to establish an ongoing framework for the provision of these services.
5. The City desires to engage the Subrecipient to render certain services to the

City as a fiscal agent to ensure that the Midtown Shelter is operated efficiently and effectively so that the effects of the pandemic are moderated, particularly as they relate to those experiencing homelessness and the services providers helping them.

6. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

7. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

AGREEMENTS

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income (AMI) data for Santa Fe as follows:

A. Contractor will work with City staff to establish a Governing Board for the Midtown Shelter that will review expenditures related to the Shelter operations, approve staffing reports, analyze data, and guide decision making related to the Shelter. Members may be composed of City and County staff, the board and staff of the Contractor, and other services providers or advocates whose expertise and affiliations will support the Shelter's operations.

B. Contractor will recruit, interview and hire two (2) independent contractors to provide shelter management services and case management to the residents of the Midtown Shelter. Job descriptions are summarized as follows:

a. Shelter Manager: manages all aspects of direct services and operations to ensure that the Midtown Shelter offers unified programming with an immediate goal of sheltering individuals and families who do not have a safe place to stay or self-isolate during the COVID-19 pandemic and with a longer-term goal of moving individuals and families into permanent supported housing as quickly as possible.

b. Case Manager: provides case management and crisis intervention services to shelter guests including immediate needs related to shelter, medical services, food, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using the Unite Us platform and other coordinated entry systems.

C. The Contractor will maintain all financial records relating to the Midtown Shelter, according to generally accepted accounting principles, and will establish and maintain a designated account, segregated on its books, in which all disbursements will be used in support of the Midtown Shelter, less a 10% administrative charge. All disbursements are subject to the Governing Board's approval and accompanied by documentation such as timesheets, accomplishment narratives, invoices and receipts.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted household, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter

“CDBG”) Program’s National Objectives, with particular focus on the following:

- A. Benefit low/moderate income persons.
- B. Benefit extremely low income persons.
- C. Benefit homeless and elderly persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15th calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs

chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating

to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed three hundred sixty-one thousand two hundred twenty-seven dollars (\$361,227). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$361,227). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to**

continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Invoice must include documentation of staff costs incurred, including time sheets or payroll reports showing amount of staff time paid by CDBG funds.

C. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

VII. TERM

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal,

State or other grants to carry out the Scope of Services herein.

A. Program Income: Program income received may be retained by the Subrecipient, but may be used only for support of the programs detailed in the Scope of Services section of this Contract. Program income on hand at the time of completion of the Contract period shall continue to be subject to the eligibility requirements and other applicable provisions of 24 CFR 570.504, Program Income of the Administrative Regulations of the CDBG program.

IX. APPROPRIATIONS

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

X. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XI. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are

determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

XII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

XIII. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with the

provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or

will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

XIV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities

Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

XV. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

XVI. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

XVII. CONFIDENTIALITY

Any confidential information provided to or developed by the Subrecipient in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the City.

XVIII. REPRESENTATIONS IN SUBMITTALS

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

XIX. AMENDMENT

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

XX. NOTICES AND ADDRESSES

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

NM Coalition to End Homelessness.
440 Cerrillos Road
Santa Fe, NM 87501

XXI. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

XXII. WARRANTY OF AUTHORITY

The Subrecipient warrants that it has full corporate and other authority, under its articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and

provisions of this Agreement.

XXIII. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXIV. SEVERABILITY

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

XXV. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

XXVI. COMPLIANCE WITH LOCAL LAW

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

XXVII. THIRD PARTY BENEFICIARIES

By entering into this Contract, 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 Subrecipient. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary of this Contract.

XXVIII. JURISDICTION CLAUSE

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

XXIX. SUSPENSION AND TERMINATION

A. This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2 CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the

Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

XXX. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

XXXI. OTHER INSURANCE

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insured.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

XXXII. INDEMNIFICATION

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

XXXIII. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless

the same is mutually agreed to by the parties hereto and reduced to writing.

XXXIV. GENERAL CONDITIONS

A. **General Compliance:** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. **Grantor Recognition:** The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

XXXV. ADMINISTRATIVE REQUIREMENTS

A. **Financial Management**

1. **Accounting Standards.** The Subrecipient agrees to comply with 24 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles.** The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR

570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

XXXVI. DOCUMENTATION AND RECORD KEEPING

A. **Records to be Maintained.** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Records documenting compliance with EPLS/SAM for each sub-contractor;
- (7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;
- (8) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIII. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XXXIX. PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XL. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan

under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLI. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall

point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XLII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIII. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer

of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLIV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLV. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

XLVI. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland "Anti-Kickback" Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance

with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

XLVII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

XLVIII. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

XLIX. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the

requirements of these regulations.

L. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

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

LI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIII. RELEASE

The Subrecipient, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Subrecipient agrees not to purport

to bind the City to any obligation not assumed herein by the City unless the Subrecipient has express written authority to do so, and then only within the strict limits of that authority.

LIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

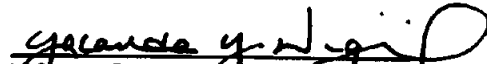
APPROVED AND AUTHORIZED:



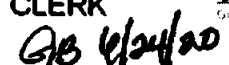
ALAN WEBBER, MAYOR

DATE: August 4, 2020

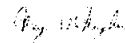
ATTEST:



YOLANDA Y. VIGIL
CITY CLERK



SUBRECIPIENT:
NM COALITION TO END
HOMELESSNESS



HANK HUGHES
EXECUTIVE DIRECTOR

DATE: _____

New Mexico Taxation and Revenue
Dept. CRS No. 02-937190-00-2

City of Santa Fe Business Registration
No. 225192

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez May 26, 2025 15:04 MDT

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

2402750.510500

ORG/OBJ

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Exhibit A – Budget for CARES Act Funding

Budget for City of Santa Fe Emergency Shelter

Note: Assumes 60 residents

	Annual cost to operate	City (\$ in 1000s)	CARES (or other) (\$ in 1000s)	This contract (CARES) July - Dec
Shelter Director (new) – Responsible for overall operation of shelter and coordination with community partners. Establishes operating procedures, policy and budget with oversight and approval from Board. Manages day to day operations and facilities including staff, roles and responsibilities, scheduling, training, expenditures and escalation response. Primary ownership of the emergency phone line to answer and triage incoming calls for assistance. Communicate with partners and ongoingly assess covid response and community needs.	\$ 120	\$ -	\$ 120	\$ 60
Case Manager (new) - provides case management and crisis intervention services to shelter guests	\$ 75	\$ -	\$ 75	\$ 38
Overnight Front Desk Staff (new)	\$ 64	\$ 0	\$ 64	\$ 32
Front Desk (existing) – 3 staff scheduled from 8:30am – 10:00pm; serve meals, provide personal and food items to residents, communicate with transit for trips, manage cleaning and preparation of rooms, new resident intake, maintain supplies, enter data into resident log and Unite Us system, ensure that residents have phones, coordination with partners to arrange for medical visits, etc.	\$ 330	\$ 330	\$ -	\$ 0
Facilities Maintenance (existing) – ongoing plumbing, electrical and mechanical repairs, currently provided by City of Santa Fe Facilities Maintenance team; management of service contracts, supplies	\$ 100	\$ 100	\$ -	\$ 0
Security (inside building and outside building 10PM - 10AM)	\$ 90	\$ 90	\$ -	\$ 0
Office supplies and protective equipment	\$ 50		\$ 50	\$ 22
Utilities	\$ 150	\$ 150	\$ -	\$ 0
Linen (existing) – Sheets, blankets, towels are supplied and laundered	\$ 15		\$ 15	\$ 7
Cleaning and Disinfection (existing): • Common areas are cleaned and disinfected daily by a contracted custodial service. Staff also disinfects throughout the day. Residents perform cleaning and room preparation.	\$ 25		\$ 25	\$ 12
Meals • Three prepared meals delivered each day. Cost \$13/day/person	\$ 240		\$ 240	\$ 116
Personal Items • This expense is for items needed in addition to donations, includes personal care items, small copays on prescriptions, cost to get people cell phones, etc.	\$ 75		\$ 75	\$ 38
Fiscal Administration (10%)	\$	\$ 0	\$ -	\$ 36
TOTAL	\$ 1,334	\$ 670	\$ 664	\$ 361



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Coalition To End Homelessness

Procurement Title: CARES ACT - COVID-19

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 OAH Staff Name Roberta Catanach

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:

Roberta Catanach Contract Administrator 11/23/2020

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

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

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

**CITY OF SANTA FE
AMENDMENT No. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
Item #20-0353**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated June 24, 2020 (the "Contract"), between the City of Santa Fe (the "City") and New Mexico Coalition to End Homelessness (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

PURPOSE

This procurement only covers services, assets, and/or goods that are necessary due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and incurred on or before December 30, 2020. Specifically, expenditures must be used for actions taken to respond to the public health emergency, such as medical expenses, public health expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, and other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act Fund's eligibility criteria.

This procurement does not cover damages covered by insurance; payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses that have been or will be reimbursed under any federal program; reimbursement to donors for donated items or services; workforce bonuses other than hazard pay or overtime; severance pay; or legal settlements. All work must align with the purpose of this procurement.

RECITALS

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and

its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

1. MAXIMUM COMPENSATION

Article VI section A. of the Contract is hereby deleted. A new Article VI Section A. of this Contract is inserted to increase the amount of compensation by a total of one hundred ninety-four thousand nine hundred forty-two dollars and twenty seven cents (\$194,942.27) so that Article VI section A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed five hundred fifty six thousand one hundred sixty-nine dollars and twenty seven cents (\$556,169.27). The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$556,169.27). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER
MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

NM COALITION TO END
HOMELESSNESS:

By: 

HANK HUGHES
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 20, 2020 14:50 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

2402750.510400 Correction to 2402750.510340 AL

BUSINESS UNIT/LINE ITEM






2020 11 20 Amend#1 NMCEH Final

Final Audit Report

2020-11-20

Created:	2020-11-20
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASMhtovS0f2bwMTGKMcoFM2EU0pWEomVZ

"2020 11 20 Amend#1 NMCEH Final" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-11-20 - 9:48:17 PM GMT- IP address: 63,232,20,2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-11-20 - 9:49:07 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-11-20 - 9:49:18 PM GMT- IP address: 174,56,49,116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-11-20 - 9:50:31 PM GMT - Time Source: server- IP address: 174,56,49,116
-  Agreement completed.
2020-11-20 - 9:50:31 PM GMT






Amend #1

Final Audit Report

2020-11-23

Created:	2020-11-23
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZSqE4Oxe2oNsGmICf9hQ5y_YGMJUEfoN

"Amend #1" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2020-11-23 - 5:50:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Hank Hughes (hank.nmceh@gmail.com) for signature
2020-11-23 - 5:50:38 PM GMT
-  Email viewed by Hank Hughes (hank.nmceh@gmail.com)
2020-11-23 - 5:54:15 PM GMT- IP address: 66.249.80.5
-  Document e-signed by Hank Hughes (hank.nmceh@gmail.com)
Signature Date: 2020-11-23 - 5:56:13 PM GMT - Time Source: server- IP address: 63.233.220.39
-  Agreement completed.
2020-11-23 - 5:56:13 PM GMT

City of Santa Fe, New Mexico

memo

Date: November 20, 2020

To: City Council Special Meeting – December 1, 2020

From: Alexandra Ladd, Director
Office of Affordable Housing

Re: Request approval of NMCEH contract amendment to increase compensation of CARES Act funding by \$194,942 for a total contract amount of \$556,169

ACTION REQUESTED:

Approve Amendment #1 to Professional Services Agreement – NM Coalition to End Homelessness (2402750.510400) to increase compensation of CARES Act funding by \$194,942 for a total contract amount of \$556,169.

BACKGROUND:

As a CDBG entitlement community, the City was granted \$361,227 of CARES Act funding from HUD. The purpose of the funding is to directly address health and housing impacts from the COVID-19 pandemic and to improve public health outcomes. The Governing Body subsequently approved using the CARES Act funds from HUD to continue supporting the operations at the Midtown Shelter, with the NM Coalition to End Homelessness acting as the fiscal and organizational sponsor. Since then, the partnership has successfully housed 40 – 50 people at any given time, some of them COVID positive. Continuing the shelter operations, while efforts are made to find permanent supportive housing options for its guests, has likely kept at bay an outbreak of COVID in Santa Fe's homeless population.

ITEM and ISSUE:

The State of NM awarded the City of Santa Fe an additional \$17.5 million in CARES Act funds, administered by the Department of Finance Administration. In mid-September, the Governing Body approved using \$400,000 of this allocation to support the shelter and food needs of homeless people during the pandemic. The costs at Midtown were deemed eligible through December 30, 2020 and are presently being submitted to the DFA for reimbursement. After December 30th, the shelter's costs will be covered through the CDBG award (\$361,227), which will cover an additional 3 to 4 months of operations.

The attached amendment will increase compensation in the amount of \$194,942, determined as follows:
\$ 44,942.27 (\$23,068.73 July – Aug expenses + \$ 21,873.54 September expenses)
\$150,000.00 (Estimated cost of operation for three months: Oct – Dec)

The estimated monthly cost of \$50,000 to staff the shelter and provide services to its guests includes staffing, administrative, security, insurance costs.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201921

Contractor: New Mexico Coalition To End Homelessness

Description: **CDBG funds for projects that serve low to moderate residents. Manage operations at the Midtown Shelter: hire 2 independent contractors of the Midtown shelter**

Contract Agreement Lease / Rent Amendment

Term Start Date: July 1, 2020 Term End Date: June 30, 2021

Approved by Council Date: _____

Contract / Lease: Contract (\$361,227)

Amendment # 1 to the Original Contract / Lease # 20-0353

Increase/(Decrease) Amount \$ Increase by \$194,942.27

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: Increase funding to continue support for Midtown Shelter

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
-CDBG funds for projects that serve low to moderate residents. Manage operations at the Midtown Shelter: hire 2 independent contractors of the Midtown shelter
-Amendment #1 - City was granted additional CARES ACT funding, which will be used to support the Midtown shelter

3. Procurement History: 1 year contract for emergency funding (CARES ACT)

Frank Dunaway
Frank Dunaway (Nov 24, 2020 11:50 MST)

Purchasing Officer Review:

Nov 24, 2020
Date:

Comment & Exceptions: CARES ACT - COVID -19

4. Funding Source: CARES20HSG Org / Object: 2402750.510340

Alexis Lotero
Alexis Lotero (Nov 24, 2020 11:48 MST)

Budget Officer Approval:

Nov 24, 2020
Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____









GB AFFD HSG NM COALITION TO END HOEMLESSNESS CARES ACT r1

Final Audit Report

2020-11-24


Created:	2020-11-24
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlk45mRygLCuODyeFKRxFZpfo1ilbzIM



"GB AFFD HSG NM COALITION TO END HOEMLESSNESS CARES ACT r1" History

-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-11-24 - 6:37:21 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-11-24 - 6:46:20 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-11-24 - 6:47:25 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-11-24 - 6:48:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-11-24 - 6:48:57 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-11-24 - 6:49:26 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-11-24 - 6:50:41 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-11-24 - 6:50:41 PM GMT

City of Santa Fe, New Mexico

DATE: December 9, 2020
TO: Santa Fe Governing Body

FROM: Andréa Salazar, Assistant City Attorney 
AS (Nov 23, 2020 15:44 MST)

VIA: Richard Brown, Economic Development Director 
Erin K. McSherry, City Attorney 

RE: Amendment to Extend the Timeframe for Closing and to Provide Earnest Money for the Sale of Approximately 10,242 square feet of Building and Improvements only, Known as the "Santa Fe Clay Building," Located on Parcel F-1 at 545 Camino De La Familia in the Santa Fe Railyard Lying and Being Situated within the City and County of Santa Fe, New Mexico.

ATTACHMENTS: Amendment to the Purchase Agreement, Purchase Agreement Item #20-0193, and Ordinance # 2020-4

ITEM & ISSUE

Request for the approval of an amendment to extend the timeframe for closing of the "Santa Fe Clay Building," located on Parcel F-1 at 545 Camino De La Familia in the Santa Fe Railyard and to require the purchaser, Luna Capital, to provide earnest money in the amount of \$10,000.00, which will either remit to the City if the sale does not close or be applied to the purchase price if closing occurs before December 31, 2020.

BACKGROUND & SUMMARY

On January 29th, 2020, the City of Santa Fe approved Ordinance 2020-4 authorizing the sale of the building and improvements located at 545 Camino de la Familia, Santa Fe, NM 87505 (known as the "Santa Fe Clay Building"). After the approval of the Ordinance, the parties had to wait to close on the sale for the 45-day referendum period, required under NMSA 1978, Section 3-54-1(D). Closing was scheduled and memorialized under the Purchase Agreement as March 16, and March 16 was also the date that the City of Santa Fe placed its operations on a work from home status and was four (4) days after the Governor of the State of New Mexico declared a Public Health Emergency. Luna Capital was unable to sign the purchase agreement until March 31, 2020, and was unable to close on the purchase, because, due to the emergency, the proposed tenant was unable to secure financing to move forward. The Purchaser and Tenant needed time to figure out financing and timing to move forward with the purchase and renovation.

The Purchaser is now able to move forward and has proposed an Amendment to the Purchase Agreement to extend the timeframe for closing and to pay earnest money in case the closing does not occur on time. The City Attorney's Office has reviewed the propose Amendment and is moving the Amendment directly to the Governing Body, because the Ordinance and Purchase Agreement obtained approval through the committee and public hearing process. The Amendment does not change the Ordinance, because the date of closing was not included in the Ordinance, but solely changes the timeframe include in the Purchase Agreement for closing the sale.

RECOMMENDATION

Approval of the Amendment

ATTACHMENTS

1. Amendment to the Purchase Agreement
2. Fully Executed Purchase Agreement Item # 20-0193
3. Ordinance # 2020-4

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (this “Amendment”) is made and entered into, effective the 28th day of April, 2020 (the “Effective Date”), by and between the **CITY OF SANTA FE**, a New Mexico municipal corporation (“City”), and **LUNA CAPITAL ADVISORS, LLC**, a New Mexico limited liability company (“Purchaser”)

RECITALS:

A. Effective as of March 31, 2020, City and Purchaser entered into a Purchase Agreement (the “Agreement”) Item # 20-0193, regarding the purchase and sale of the approximately 10,242 square foot building (improvements only) located on Parcel “F-1” of the North Railyard Area, as reflected on the City of Santa Fe Railyard Master Plan, with the address of 545 Camino de la Familia, Santa Fe, New Mexico 87501, together with all fixtures and equipment currently located therein (Initially capitalized terms that are utilized but not defined in this Amendment shall have the same meanings given to such terms in the Agreement);

B. The Closing Date under the Agreement was scheduled to occur on March 16, 2020 (which was prior to the complete signing and resulting effective date of the Agreement);

C. The Covid-19 pandemic, public health emergency orders issued by New Mexico Governor Michelle Lujan Grisham and the New Mexico Department of Health and by governors of other states, and the resulting federal financial assistance loans that have been administered by the Small Business Administration, have caused a material, adverse effect on the processing of the application submitted by the proposed tenant of the Property to the Small Business Administration for a loan for such tenant’s intended equipping and furnishing of the property and working capital for the business to be operated in the Property;

D. As a result, Purchaser has requested an amendment to the Agreement to extend the Closing Date and for Purchaser to provide the City with an earnest money deposit that will serve as liquidated damages if Purchaser is unable to timely close on the purchase of the Property, these amendments are agreeable to City;

E. The parties, by this Amendment, desire to set forth the terms and conditions of the amendment of the Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by each of the parties hereto, City and Purchaser hereby agree as follows:

AGREEMENTS:

1. Agreement in Full Force. Subject to the amendment of the Agreement as set forth in Paragraph 2, the terms, covenants, provisions and agreements contained in the Agreement are

ratified and confirmed, and shall be and remain in full force and effect, except as the same are amended by this Amendment.

2. Amendment of Agreement.

a. Paragraph 2 of the Agreement shall be amended in its entirety to read as follows and the Earnest Money Deposit (as defined below) shall be paid by Purchaser to City within five (5) business days after the date of the complete execution of this Amendment:

2. Purchase Price and Terms of Payment. The purchase price for the Property shall be One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00) (the "Purchase Price"). The sum of Ten Thousand Dollars and No Cents (\$10,000.00) shall be paid by Purchaser to City as an earnest money deposit (the "Earnest Money Deposit"). If Closing, as later defined, shall occur, the Earnest Money Deposit shall be applied toward the Purchase Price; however, the Earnest Money Deposit shall be non-refundable to Purchaser in all events other than City's default hereunder. The balance of the Purchase Price, after the application of the Earnest Money Deposit, shall be payable by Purchaser to City at Closing, by means of wire transfer or other immediately available funds.

b. Paragraph 6 of the Agreement shall be amended to extend the Closing Date from March 16, 2020, to December 31, 2020.

c. Paragraph 10 of the Agreement shall be amended in its entirety to read as follows:

10. Default and Remedies. Time is of the essence.

If Purchaser fails to perform any of its obligations hereunder and fails or refuses to close the transaction contemplated hereby in accordance with the provisions of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and retain the Earnest Money Deposit. The parties agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Purchaser's default and failure to duly complete the acquisition hereunder. Purchaser and Seller agree that it would be impractical and extremely difficult to estimate the damages which Seller would suffer in the event of Purchaser's default and failure to complete the purchase of the Property in accordance with the terms of this Agreement. The parties hereby agree that a reasonable estimate of the total net detriment that Seller would suffer in the event of Purchaser's default and failure to complete the purchase of the property is and shall be an amount equal to the Deposit. The parties further agree that the Deposit shall be retained by Seller as Seller's sole remedy in the event that Purchaser fails to close this transaction in breach of Purchaser's obligations

hereunder. Seller hereby waives any and all claims, actions and rights against Purchaser, including, without limitation, any action for specific performance or damages.

If Seller fails to perform any of its obligations hereunder, Purchaser shall have, as Purchaser's sole and exclusive remedies, the right to (i) terminate this Agreement, or (ii) the right to pursue an action for damages limited to the lesser of Ten Thousand Dollars and No Cents (\$10,000.00), or the amount of Purchaser's actually incurred, out of pocket costs and expenses paid to third parties in connection with the preparation of this Agreement and the investigation and inspection of the Property, including, without limitation, the attorney's fees incurred in drafting, preparing and reviewing this Agreement, the costs of any survey, if elected by Purchaser, and the fees of any third party inspectors conducting any inspections, tests or appraisals of the Property, or (iii) the right to bring an action for specific performance.

Under no circumstances shall either party be entitled to consequential damages whether under this Agreement, at common law, or otherwise. Any prevailing party in any action brought under this Agreement shall have the right to recover reasonable attorneys' fees solely to enforce or terminate this agreement. In no case shall reasonable attorneys' fees exceed 50% the appraised value of the Property.

Purchaser and Seller are still entitled to the benefits of Paragraph 5 of the Agreement ("Conditions to Closing"); provided, however, that if the conditions to closing are not met and the party benefited by the unsatisfied condition terminates the Agreement, the Earnest Money Deposit shall regardless be nonrefundable.

3. Construction. The terms, provisions and conditions of this Amendment represent the results of negotiations between City and Purchaser, neither of whom has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms, provisions and conditions of this Amendment shall be interpreted and construed in accordance with their usual and customary meanings, and City and Purchaser expressly, knowingly and voluntarily waive the application, in connection with the interpretation and construction of this Amendment, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions or provisions shall be interpreted or construed against the party whose attorney prepared the executed version or any prior drafts of this Amendment.

4. Entire Agreement; Binding Effect. The Agreement, as amended by this Amendment, embodies and constitutes the entire understanding between City and Purchaser with respect to the transactions contemplated in this Amendment, and all other prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Amendment. This Amendment shall be binding upon, and shall inure to the

benefit of, City and Purchaser and their respective successors and assigns (as may be permitted under the Agreement).

5. Governing law and Venue. This Amendment shall be governed by and construed in accordance with the laws of the state of New Mexico.

6. Headings. Descriptive headings are used in this Amendment for convenience only and shall not control, limit, amplify or otherwise modify or affect the terms and provisions of this Amendment or the meaning or construction of the terms and provisions of this Amendment.

7. Counterparts and Facsimiles. This Amendment may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document. Electronic signatures and facsimiles or other electronically transmitted copies of signatures to this Amendment shall be binding, the same as the originals of such signatures.

[The remainder of this page intentionally has been left blank.]

Purchaser:

LUNA CAPITAL ADVISORS, LLC,
a New Mexico limited liability company

By: 
Kristopher Axtell
Its: Member/Manager

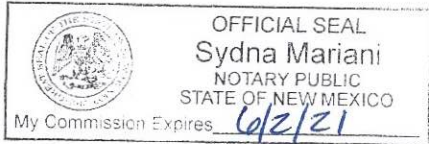
Date: NOV 24, 2020

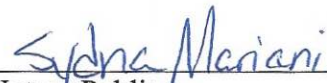
ACKNOWLEDGMENT

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

This instrument was acknowledged before me this 24 day of November, 2020 by Kristopher Axtell.

Seal:




Notary Public

My Commission Expires:

6/2/21

Seller:

CITY OF SANTA FE

By: _____
ALAN M. WEBBER, MAYOR

Date: _____, 2020

APPROVED AS TO FORM:

ATTEST:

ERIN K. MCSHERRY,
CITY ATTORNEY

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FINANCES:

MARY T. MCCOY,
FINANCE DIRECTOR

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made, effective as of the date of the last signature hereto, as indicated on the signature page hereto (the “Effective Date”), by and between the **CITY OF SANTA FE**, a New Mexico municipal corporation (“City”), and **LUNA CAPITAL ADVISORS, LLC**, a New Mexico limited liability company (“Purchaser”).

In consideration of the following mutual promises, City and Purchaser agree as follows:

1. Sale and Purchase. Upon the following terms and conditions, City shall sell and Purchaser shall purchase the approximately 10,242 square foot building (improvements only) located on Parcel “F-1” of the North Railyard Area, as reflected on the City of Santa Fe Railyard Master Plan, with the address of 545 Camino de la Familia, Santa Fe, New Mexico 87501, together with all fixtures and equipment currently located therein (the “Property”).

2. Purchase Price and Terms of Payment. The purchase price for the Property shall be One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the “Purchase Price”). The Purchase Price shall be payable by Purchaser to City at Closing, by means of wire transfer or other immediately available funds.

3. Marketable Title. At Closing, City shall execute a grant deed conveying good and merchantable title to the Property to Purchaser, free and clear of all monetary liens and monetary encumbrances, but without warranties of title. Purchaser, at Purchaser’s expense, shall have the right to obtain such title searches and/or title commitments and title policies, as Purchaser shall desire to evidence and insure the marketable title to the Property.

4. “As Is” Purchase. PURCHASER ACKNOWLEDGES THAT PURCHASER IS FULLY AWARE OF THE PHYSICAL CONDITION OF THE PROPERTY, AND HAS HAD AMPLE OPPORTUNITY PRIOR TO THE EXECUTION OF THIS AGREEMENT TO INSPECT OR INVESTIGATE ANY AND ALL MATTERS PERTAINING TO THE SAME. PURCHASER FURTHER ACKNOWLEDGES THAT THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN ABSOLUTELY “AS IS, WHERE IS” TRANSACTION, AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES FROM CITY TO BUYER REGARDING THE CONDITION OF THE PROPERTY. THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN ABSOLUTELY “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED BY CITY. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS RELYING SOLELY UPON PURCHASER’S KNOWLEDGE, INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY AND NOT ANY REPRESENTATIONS OR STATEMENTS BY CITY WITH RESPECT TO THE SAME.

5. Conditions to Closing.

a. Amendment of Railyard Lease and Conveyance of Improvements. Each of City's and Purchaser's obligations to proceed with closing on the purchase and sale of the Property is conditioned upon the prior or simultaneous conveyance to City of any interest in the Property held by Santa Fe Railyard Community Corporation ("SFRCC") and the attendant amendment of the Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as subsequently amended, between City and SFRCC to account for and provide economic credit to SFRCC for such conveyance, all upon such terms and conditions as City, in City's sole and absolute discretion, and SFRCC shall agree.

b. Execution of New Ground Lease. Purchaser's obligations to proceed with closing on the purchase and sale of the Property are conditioned upon the prior or simultaneous execution by Purchaser and SFRCC of a ground lease for Parcel "F-1" of the North Railyard Area, as reflected on the City of Santa Fe Railyard Master Plan, upon such terms and conditions as Purchaser, in Purchaser's sole and absolute discretion, and SFRCC shall agree.

If any of the above conditions to Closing has not been satisfied on or before the required Closing Date, then the party benefited by the unsatisfied condition may terminate this Agreement by written notice to the other party.

6. Closing. Closing of the purchase and sale of the Property shall occur in the offices of City, or such other location as shall be agreed upon by the parties (the "Closing"), and shall occur on or simultaneously with the satisfaction of the conditions set forth in Paragraph 5 above, but in no event later than March 16, 2020 (the "Closing Date"). On or before the Closing Date, the following actions shall occur in connection with Closing, each action being considered a condition precedent to the others and all being considered as taking place simultaneously:

A. City shall execute, acknowledge and deliver to Purchaser a deed, conveying the Property to Purchaser as required under Paragraph 3.

B. Purchaser shall deliver to City, by means of wire transfer or other immediately available funds, the necessary funds for the payment of the Purchase Price.

7. Closing Costs. If Closing shall occur, Purchaser shall pay the fees for recording any instrument necessary to establish the marketability of City's title to the Property and shall pay the cost of any title work obtained by Purchaser and the fee for recording the deed from City.

8. Ad Valorem. If the Property shall be subject to ad valorem taxes as of the date of conveyance for the year 2020, then such taxes shall be paid by the Purchaser, as ad valorem property taxes are not assessed against City.

9. Risk of Loss, Possession and Delivery. Possession of the Property shall be transferred to Purchaser on the Closing Date, and the risk of loss shall shift to Purchaser at that time. If the Property is destroyed or materially damaged prior to Closing, Purchaser shall have the right to elect not to proceed with Closing.

10. Default and Remedies. Time is of the essence. If any payment or any other condition hereof is not made, tendered, or performed by either City or Purchaser as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party, or such party may elect to bring an action for specific performance. Under no circumstances shall either party be entitled to consequential damages whether under this Agreement, at common law, or otherwise. Any prevailing party in any action brought under this Agreement shall have the right to recover reasonable attorneys' fees solely to enforce or terminate this agreement. In no case shall reasonable attorneys' fees exceed 50% the appraised value of the Property.

11. Notices. All notices or any other communications required or permitted hereunder shall be in writing or in electronic format, and shall be deemed to have been duly given when either sent by electronic mail, personally delivered, or duly deposited in the United States certified mail, return receipt requested, properly stamped and addressed, all to the parties at their addresses listed below:

Purchaser: 83 Placita de Oro #7
Santa Fe, New Mexico 87501
Attention: Kristopher Axtell
Email: kris@luna.capital.com

City: City of Santa Fe
200 Lincoln St
P.O. Box 909
Santa Fe, New Mexico 87504-0909
Attention: Alan M. Webber, Mayor
E-mail: amwebber@santafenm.gov

With copy to:

Erin K. McSherry, City Attorney
200 Lincoln St
P.O. Box 909
Santa Fe, New Mexico 87504-0909
E-mail: ekmcsberry@santafenm.gov

12. Entire Agreement. This Agreement constitutes the entire agreement between City and Purchaser respecting the sale and purchase of the Property and will supersede and replace any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. The rights and obligations contained in this Agreement shall not merge at Closing; rather, they shall survive the Closing and bind the parties hereto.

13. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives.

15. Modification. This Agreement may be modified only by a writing duly executed by the parties.

16. Assignments. This Agreement may not be assigned or delegated by either party without the consent of the other party. Any purported assignment without such consent shall be void and shall entitle the other party to the remedies allowed herein for a default in the performance of this Agreement.

17. Further Documents. The parties shall execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimiles and other electronically transmitted copies of signed documents, and electronically signed documents, shall be binding, the same as the original of such signed document.

19. Calculation of Times and Extension of Dates. Unless otherwise indicated in this Agreement, the term "days" shall mean calendar days, including weekends and holidays. Notwithstanding the foregoing, if, under this Agreement, any time period is to expire, or the last date for performance of any act is to occur, on a Saturday, Sunday or legal holiday, designated as such under the Federal Legal Holidays Act, then the time period or date for performance of such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

20. Broker. City and Purchaser each represent to the other that it has not negotiated or dealt with any real estate broker, salesperson, or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission, or compensation to any such broker, salesperson, or agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates and times indicated below.

Purchaser:

LUNA CAPITAL ADVISORS, LLC,
a New Mexico limited liability company

DocuSigned by:
By: KRISTOPHER AXTELL
Name: Kristopher Axtell
Title: Owner

Date: March 31, 2020

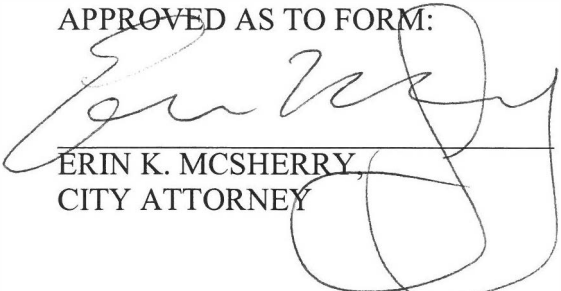
City:

CITY OF SANTA FE


By: 
ALAN M. WEBBER, MAYOR

Date: MARCH 26, 2020

APPROVED AS TO FORM:


ERIN K. MCSHERRY,
CITY ATTORNEY

ATTEST:


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

APPROVED AS TO FINANCE:


MARY T. MCCOY,
FINANCE DIRECTOR

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2020-4

3
4
5 AN ORDINANCE

6 AUTHORIZING THE SALE OF APPROXIMATELY 10,242 SQUARE FEET OF BUILDING
7 AND IMPROVEMENTS ONLY, KNOWN AS THE "SANTA FE CLAY BUILDING,"
8 LOCATED ON LEASE PARCEL F-1 AT 545 CAMINO DE LA FAMILIA IN THE SANTA
9 FE RAILYARD LYING AND BEING SITUATED WITHIN THE CITY AND COUNTY OF
10 SANTA FE, NEW MEXICO.

11
12 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

13 Section 1. The attached Exhibit A, Purchase Agreement and Exhibit B, Quitclaim Deed
14 between the City of Santa Fe (Grantor) and Luna Capital Advisors, LLC (Grantee) for real property
15 lying and being situated within the City and County of Santa Fe, New Mexico, is approved subject to
16 the conditions set forth in Section 2 below. The real property is located on Lease Parcel F-1 at 545
17 Camino de la Familia within the Santa Fe Railyard lying and being situated within the City and
18 County of Santa Fe, New Mexico:

19 "The building set forth on Exhibit A as Santa Fe Clay 545 Camino de la Familia, as granted
20 to the City of Santa Fe in the Warranty Deed recorded on December 22, 1995, in Book 1271, Page
21 148 in the records of the Santa Fe County Clerk. The 10,242 square foot building and improvements
22 are situated on Lease Parcel F1 which is shown on the ALTA/ACSM LAND TITLE SURVEY OF
23 PARCEL G, NORTH AREA OF THE SANTA FE RAILYARD" recorded in Plat Book 770, Page
24 16, in the records of the Santa Fe County Clerk.

25 Section 2. The sale of the real property is approved subject to the terms herein and the

1 following easements and restrictions:

2 1. The property shall not be considered a separate legal lot of record for any purpose
3 and is subject to ground lease and sublease with Santa Fe Railyard Community Corporation; and

4 2. The property shall be subject to easements for existing utilities and rights of others
5 appurtenant thereto.

6 **Section 3.** The appraised value of the real property, which consists of the Building and
7 Improvements Only located at 545 Camino de la Familia is one hundred and fifty thousand dollars
8 (\$150,000.00).

9 **Section 4.** The manner of payment to Grantor shall be cash. The time of payment shall
10 be as soon as practicable after the effective date of this ordinance.

11 **Section 5.** The sale price of the real property is one hundred and seventy-five thousand
12 dollars (\$175,000.00).


13 **Section 6.** The purchaser of the real property is Luna Capital Advisors, LLC, c/o
14 Kristopher Axtel, CEO, 83 Placita de Oro #7, Santa Fe, New Mexico 87501.

15 **Section 7.** The purpose of the sale of the real property by the municipality is the sale of
16 real property to complete the Railyard vision under the Master Plan and to generate revenue for the
17 municipality.

18 **Section 8.** This ordinance shall become effective forty-five (45) days after its adoption,
19 unless a referendum election is held pursuant to Article 3-54-1 NMSA 1978.

20 **Section 9.** The purchase agreement and deed will be executed after the effective date of
21 this ordinance by the Mayor.

22 PASSED, APPROVED, and ADOPTED this 29th day of January, 2020

23
24 

25 ALAN WEBBER, MAYOR

1 ATTEST:

2

3

Yolanda Y. Vigil

4

YOLANDA Y. VIGIL, CITY CLERK

5

APPROVED AS TO FORM:

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7

Erin K. McSherry

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ERIN K. McSHERRY CITY ATTORNEY

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Bill No. 2020-1

25

Legislation/2020/Ordinances/2020-4 Sale of City Property – Santa Fe Clay

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2020-1
Sale of City Property – Santa Fe Clay


Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2020-1:

1. On page 2, line 15 *strike* "\$150,000.00, same as the appraised value" and *insert* in lieu thereof "one hundred and seventy-five thousand dollars (\$175,000.00)"

Respectfully submitted,

JoAnne Vigil Coppler, Councilor



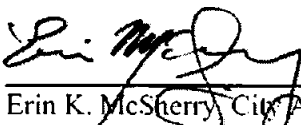
Alan Webber, Mayor

Signe I. Lindell, Councilor

Roman "Tiger" Abeyta, Councilor

Carol Romero-Wirth, Councilor

Approved as to Form:

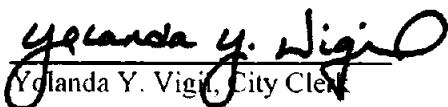


Erin K. McSherry, City Attorney

ADOPTED: _____ X _____

NOT ADOPTED: _____

DATE: _____ 1/29/20 _____



Yolanda Y. Vigil, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made, effective as of the date of the last signature hereto, as indicated on the signature page hereto (the "Effective Date"), by and between the CITY OF SANTA FE, a New Mexico municipal corporation ("City"), and LUNA CAPITAL ADVISORS, LLC, a New Mexico limited liability company ("Purchaser").

In consideration of the following mutual promises, City and Purchaser agree as follows:

1. **Sale and Purchase.** Upon the following terms and conditions, City shall sell and Purchaser shall purchase the approximately 10,242 square foot building (improvements only) located on Parcel "F-1" of the North Railyard Area, as reflected on the City of Santa Fe Railyard Master Plan, with the address of 545 Camino de la Familia, Santa Fe, New Mexico 87501, together with all fixtures and equipment currently located therein (the "Property").

2. **Purchase Price and Terms of Payment.** The purchase price for the Property shall be One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"). The Purchase Price shall be payable by Purchaser to City at Closing, by means of wire transfer or other immediately available funds.

3. **Marketable Title.** At Closing, City shall execute a grant deed conveying good and merchantable title to the Property to Purchaser, free and clear of all monetary liens and monetary encumbrances, but without warranties of title. Purchaser, at Purchaser's expense, shall have the right to obtain such title searches and/or title commitments and title policies, as Purchaser shall desire to evidence and insure the marketable title to the Property.

4. **"As Is" Purchase.** PURCHASER ACKNOWLEDGES THAT PURCHASER IS FULLY AWARE OF THE PHYSICAL CONDITION OF THE PROPERTY, AND HAS HAD AMPLE OPPORTUNITY PRIOR TO THE EXECUTION OF THIS AGREEMENT TO INSPECT OR INVESTIGATE ANY AND ALL MATTERS PERTAINING TO THE SAME. PURCHASER FURTHER ACKNOWLEDGES THAT THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN ABSOLUTELY "AS IS, WHERE IS" TRANSACTION, AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES FROM CITY TO BUYER REGARDING THE CONDITION OF THE PROPERTY. THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN ABSOLUTELY "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED BY CITY. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS RELYING SOLELY UPON PURCHASER'S KNOWLEDGE, INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY AND NOT ANY REPRESENTATIONS OR STATEMENTS BY CITY WITH RESPECT TO THE SAME.

5. Conditions to Closing.

a. Amendment of Railyard Lease and Conveyance of Improvements. Each of City's and Purchaser's obligations to proceed with closing on the purchase and sale of the Property is conditioned upon the prior or simultaneous conveyance to City of any interest in the Property held by Santa Fe Railyard Community Corporation ("SFRCC") and the attendant amendment of the Amended and Restated Railyard Lease and Management Agreement dated April 30, 2011, as subsequently amended, between City and SFRCC to account for and provide economic credit to SFRCC for such conveyance, all upon such terms and conditions as City, in City's sole and absolute discretion, and SFRCC shall agree.

b. Execution of New Ground Lease. Purchaser's obligations to proceed with closing on the purchase and sale of the Property are conditioned upon the prior or simultaneous execution by Purchaser and SFRCC of a ground lease for Parcel "F-1" of the North Railyard Area, as reflected on the City of Santa Fe Railyard Master Plan, upon such terms and conditions as Purchaser, in Purchaser's sole and absolute discretion, and SFRCC shall agree.

If any of the above conditions to Closing has not been satisfied on or before the required Closing Date, then the party benefited by the unsatisfied condition may terminate this Agreement by written notice to the other party.

6. Closing. Closing of the purchase and sale of the Property shall occur in the offices of City, or such other location as shall be agreed upon by the parties (the "Closing"), and shall occur on or simultaneously with the satisfaction of the conditions set forth in Paragraph 5 above, but in no event later than March 16, 2020 (the "Closing Date"). On or before the Closing Date, the following actions shall occur in connection with Closing, each action being considered a condition precedent to the others and all being considered as taking place simultaneously:

A. City shall execute, acknowledge and deliver to Purchaser a deed, conveying the Property to Purchaser as required under Paragraph 3.

B. Purchaser shall deliver to City, by means of wire transfer or other immediately available funds, the necessary funds for the payment of the Purchase Price.

7. Closing Costs. If Closing shall occur, Purchaser shall pay the fees for recording any instrument necessary to establish the marketability of City's title to the Property and shall pay the cost of any title work obtained by Purchaser and the fee for recording the deed from City.

8. Ad Valorem. If the Property shall be subject to ad valorem taxes as of the date of conveyance for the year 2020, then such taxes shall be paid by the Purchaser, as ad valorem property taxes are not assessed against City.

9. Risk of Loss, Possession and Delivery. Possession of the Property shall be transferred to Purchaser on the Closing Date, and the risk of loss shall shift to Purchaser at that time. If the Property is destroyed or materially damaged prior to Closing, Purchaser shall have the right to elect not to proceed with Closing.

10. Default and Remedies. Time is of the essence. If any payment or any other condition hereof is not made, tendered, or performed by either City or Purchaser as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party, or such party may elect to bring an action for specific performance. Under no circumstances shall either party be entitled to consequential damages whether under this Agreement, at common law, or otherwise. Any prevailing party in any action brought under this Agreement shall have the right to recover reasonable attorneys' fees solely to enforce or terminate this agreement. In no case shall reasonable attorneys' fees exceed 50% the appraised value of the Property.

11. Notices. All notices or any other communications required or permitted hereunder shall be in writing or in electronic format, and shall be deemed to have been duly given when either sent by electronic mail, personally delivered, or duly deposited in the United States certified mail, return receipt requested, properly stamped and addressed, all to the parties at their addresses listed below:

Purchaser: 83 Placita de Oro #7
Santa Fe, New Mexico 87501
Attention: Kristopher Axtell
Email: kris@luna.capital.com

City: City of Santa Fe
200 Lincoln St
P.O. Box 909
Santa Fe, New Mexico 87504-0909
Attention: Alan M. Webber, Mayor
E-mail: amwebber@santafenm.gov

With copy to:

Erin K. McSherry, City Attorney
200 Lincoln St
P.O. Box 909
Santa Fe, New Mexico 87504-0909
E-mail: ckmesherry@santafenm.gov

12. Entire Agreement. This Agreement constitutes the entire agreement between City and Purchaser respecting the sale and purchase of the Property and will supersede and replace any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. The rights and obligations contained in this Agreement shall not merge at Closing; rather, they shall survive the Closing and bind the parties hereto.

13. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives.

15. Modification. This Agreement may be modified only by a writing duly executed by the parties.

16. Assignments. This Agreement may not be assigned or delegated by either party without the consent of the other party. Any purported assignment without such consent shall be void and shall entitle the other party to the remedies allowed herein for a default in the performance of this Agreement.

17. Further Documents. The parties shall execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimiles and other electronically transmitted copies of signed documents, and electronically signed documents, shall be binding, the same as the original of such signed document.

19. Calculation of Times and Extension of Dates. Unless otherwise indicated in this Agreement, the term "days" shall mean calendar days, including weekends and holidays. Notwithstanding the foregoing, if, under this Agreement, any time period is to expire, or the last date for performance of any act is to occur, on a Saturday, Sunday or legal holiday, designated as such under the Federal Legal Holidays Act, then the time period or date for performance of such act shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

20. Broker. City and Purchaser each represent to the other that it has not negotiated or dealt with any real estate broker, salesperson, or agent in connection with the making of this Agreement or the transaction contemplated hereby, or incurred any liability for the payment of any brokerage fee, commission, or compensation to any such broker, salesperson, or agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates and times indicated below.

Purchaser:

LUNA CAPITAL ADVISORS, LLC,
a New Mexico limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2020

City:

CITY OF SANTA FE

By: _____

ALAN M. WEBBER, MAYOR

Date: _____, 2020

APPROVED AS TO FORM:

ATTEST:

ERIN K. MCSHERRY,
CITY ATTORNEY

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED:

MARY T. MCCOY,
FINANCE DIRECTOR

QUITCLAIM DEED

The City of Santa Fe, a Municipal Corporation (Grantor), whose address is 200 Lincoln Avenue, Santa Fe, New Mexico, 87504-0909, for consideration paid, quitclaims to Luna Capital Advisors, LLC, a New Mexico limited liability company (Grantee), whose address is 83 Placita de Oro #7, Santa Fe, New Mexico 87501, the following described real property in Santa Fe County, New Mexico:

LEGAL DESCRIPTION

That certain 10,242 square feet of building and improvements only, known as the "Santa Fe Clay Building," located on Parcel F-1 at 545 Camino de la Familia, Santa Fe, NM 87501, in the Santa Fe Railyard, as reflected in the Santa Fe Railyard Master Plan, lying and being situated within the City and County of Santa Fe, New Mexico, more particularly described as follows:

The building set forth on Exhibit A as "Santa Fe Clay," 1615 Paseo de Peralta, as granted to the City in the Warranty Deed recorded on December 22, 1995, in Book 12271, Page 148 in the records of the Santa Fe County Clerk. The 10,242 square foot building and improvement that lay on Parcel F1 which is delineated on the "ALTA/ACSM LAND TITLE SURVEY OF PARCEL G, NORTH AREA OF THE SANTA FE RAILYARD" recorded in Plat Book 770, Page 16, in the records of the Santa Fe County Clerk.

Containing 10,242 square feet of building and improvements, more or less, as is, and subject to covenants, restrictions, rights, rights of way and easements now of record, if any. The Grantor having quitclaimed the above described property for consideration paid to the Grantee for a fair market value and consideration, declares that this quitclaim is freely and fairly made.

Witness my hand and seal this _____ day of _____, 20____.

Alan Webber, Mayor of the City of Santa Fe

ACKNOWLEDGMENT

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

This instrument was acknowledged before me this _____ day of _____, 20____ by Alan Webber.

Seal: _____
Notary Public

My Commission Expires:

**City of Santa Fe
Fiscal Impact Report (FIR)**

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: X Resolution: _____
 (A single FIR may be used for related bills and/or resolutions)
 Short Title(s): Sale of City Property - Santa Fe Clay.

Sponsor(s): Mayor Webber

Reviewing Department(s): Asset Development/City Attorney's Office

Persons Completing FIR: Kevin Kellogg/Andrea Salazar Date: 1/2/20 Phone: 955-6213/955-6303

Reviewed by City Attorney:  Date: 1/2/20
 (Signature)

Reviewed by Finance Director: _____ Date: _____
 (Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

This Bill authorizes the sale of the building and improvements located at 545 Camino de la Familia, known as the "Santa Fe Clay Building." The purpose of the sale is to complete the Railward vision under the Master Plan to generate revenue for the City. The purchase price is \$150,000, the same as the appraised value of the building and improvements. The sale does not include the land on which the building is situated.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected - usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
 "N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" - if recurring annual costs
 "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: _____

_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected	

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	\$ _____			\$ _____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
Type of Revenue	FY <u>19/20</u>	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected	

Property Sale	\$150,000.00	NR	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$150,000.00		\$ _____		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The appraised value of the building and improvements only is \$150,000, equal to the agreed selling price.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The Building will remain empty, which does not accomplish the vision of the Railyard Master Plan and will decrease the revenue generated by SFRCC in ground lease collections.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

Selling the building will lessen the City's burden of building ownership and maintenance while placing a business in the building will meet the expectations created by the Railyard Master Plan. This Bill to sell the Santa Fe Clay building will have a positive impact on the community by decreasing the vacant buildings in the Railyard.

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber’s Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

1 Department of Health; and

2 **WHEREAS**, on May 25, 2020, the Mayor proclaimed a state of emergency in response to
3 the continuing Public Health Emergency a third time, due to the continuing public health
4 emergency (COVID-19 Proclamation III); and

5 **WHEREAS**, on May 27, 2020, the Governing Body extended COVID-19 Proclamation
6 III for sixty days; and

7 **WHEREAS**, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber
8 issued Proclamation III; and

9 **WHEREAS**, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth
10 time, due to the continuing public health emergency (COVID-19 Proclamation IV);

11 **WHEREAS**, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV
12 for sixty days; and

13 **WHEREAS**, on September 28, 2020, Mayor Webber proclaimed a state of emergency for
14 a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

15 **WHEREAS**, on September 30, 2020 the Governing Body extended COVID-19
16 Proclamation V for sixty days;

17 **WHEREAS** on November 30, Mayor Webber proclaimed a state of emergency for a
18 sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

19 **WHEREAS**, the COVID-19 Proclamation I and the resolution extending it, Resolution
20 No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending
21 it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the
22 resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19
23 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D;
24 COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached
25 as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

1 **WHEREAS**, if not extended, Proclamation VI would expire on December 3, 2020. The
2 Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to
3 Section 20-1.3(C).

4 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
5 **CITY OF SANTA FE** that Proclamation VI is hereby extended by sixty (60) days, expiring at
6 noon on January 30, 2021, pursuant to Section 20-1.3(C).

7 PASSED, APPROVED, and ADOPTED this ____ day of _____, 2020.

8
9
10 _____
11 ALAN WEBBER, MAYOR

12 ATTEST:

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14 _____
15 YOLANDA Y. VIGIL, CITY CLERK

16 APPROVED AS TO FORM:

17 
18 _____
19 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2020/Resolutions/State of Emergency Extension VI*

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

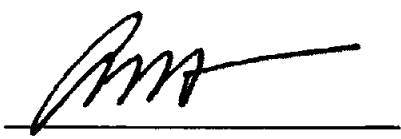
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

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noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:


No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.




ALAN M. WEBBER, MAYOR

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN K. McSHERRY, CITY ATTORNEY



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment”;

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

- a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;
- b. Avoid contact with people who are sick;

- c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
- d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;
- e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- g. Avoid handshaking;
- h. Avoid touching your face, nose, and eyes;
- i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);
- j. Avoid crowds, especially in poorly ventilated spaces;
- k. Avoid human-to-human contact sports and swimming pools; and
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. Local businesses should offer paid sick leave whenever feasible;

- b. Local businesses should ban non-essential travel for work;
- c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- d. Local businesses should establish capabilities for employees to work from home where feasible;
- e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- g. Residents should refrain from reselling purchases of household items for exorbitant prices;
- h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
- i. Residents should sign up for Alert Santa Fe at <https://www.santafemm.gov/alertsantafe>; and
- j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

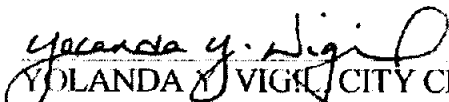

YOLANDA Y. VIGIL CITY CLERK
(SEAL)

EXHIBIT B

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13 , 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID -19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber’s Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

1 **WHEREAS**, the Proclamation and extension to it, Resolution 2020-10, is attached as
2 Exhibit A and Proclamation II is attached as Exhibit B;

3 **WHEREAS**, the Governing Body wishes to extend Proclamation II for an additional
4 sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
6 **CITY OF SANTA FE** that the Proclamation is hereby extended by sixty (60) days, expiring at
7 noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

8 No more than ten (10) people may assemble or gather on the public streets, public parks,
9 or other open areas, either public or private, or in any public building. The definitions of public
10 building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

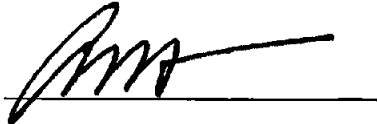
11 **PASSED, APPROVED, and ADOPTED** this 25th day of March, 2020.

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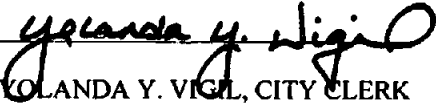
ALAN WEBBER, MAYOR

16 ATTEST:.

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YOLANDA Y. VIGIL, CITY CLERK

20 APPROVED AS TO FORM:

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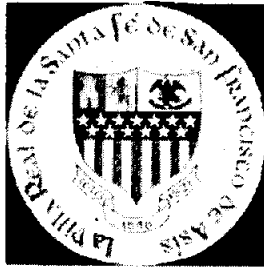
23 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment”;

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time.

This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

- a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
- b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
- c. Avoid contact with people who are sick;

- d. Practice “social distancing”, by maintain six (6) feet between yourself and others;
- e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
- f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
- g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- i. Avoid handshaking;
- j. Avoid touching your face, nose, and eyes;
- k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;
- b. Local businesses should offer paid sick leave whenever feasible;
- c. Local businesses should ban non-essential travel for work;
- d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- e. Local businesses should establish capabilities for employees to work from home where feasible;
- f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- h. Residents should refrain from reselling purchases of household items for exorbitant prices;

- i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
- j. Residents should sign up for “Alert Santa Fe” at <https://www.santafenm.gov/alertsantafe>; and
- k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City’s most vulnerable populations;
- l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

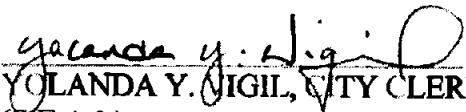
Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd day of March, 2020 at the
hour of 1:12 o'clock P.M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

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ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

**EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON
MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.**

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

1 **WHEREAS**, on May 25, 2020, the Mayor proclaimed a state of emergency in response
2 to the continuing Public Health Emergency a third time, due to the continuing public health
3 emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

4 **WHEREAS**, COVID-19 Proclamation I and the resolution extending it, Resolution No.
5 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it,
6 Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as
7 Exhibit C; and

8 **WHEREAS**, the Governing Body wishes to extend Proclamation III for an additional
9 sixty (60) days pursuant to Section 20-1.3(C).

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
11 **CITY OF SANTA FE** that the Proclamation is hereby extended by sixty (60) days, expiring at
12 noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

13 PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

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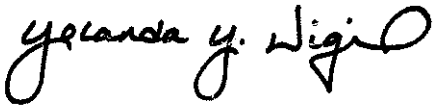
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17 ATTEST:

ALAN WEBBER, MAYOR

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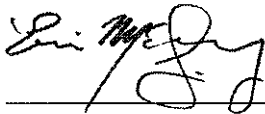
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20 YOLANDA Y. VIGIL, CITY CLERK

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APPROVED AS TO FORM:

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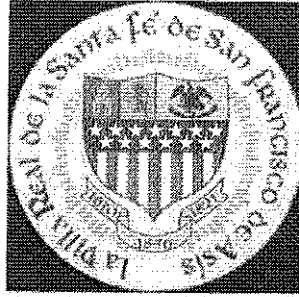


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24 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment”;

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a \$100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

- i. reducing or eliminating in-person provision of City services wherever possible
- ii. directing City employees, as applicable, to perform emergency functions; and
- iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

- i. identifying savings across the City's operations;
- ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and
- iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here “public setting” means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers’

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

- a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
- b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
- c. Avoid contact with people who are sick;
- d. Practice “social distancing”, by maintain six (6) feet between yourself and others;
- e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

- f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
- g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- i. Avoid handshaking;
- j. Avoid touching your face, nose, and eyes;
- k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

- b. Local businesses should offer paid sick leave whenever feasible;
- c. Local businesses should ban non-essential travel for work;
- d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- e. Local businesses should establish capabilities for employees to work from home where feasible;
- f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- h. Residents should refrain from reselling purchases of household items for exorbitant prices;
- i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
- j. Residents should sign up for “Alert Santa Fe” at <https://www.santafenm.gov/alertsantafe>; and
- k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

Act as if I carry the coronavirus.

Maintain social distancing of at least six feet.

Wear a face covering, wash my hands, use sanitizer.

Buy from local businesses that also make this promise.

Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour
of 7:45 o'clock P.M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



YOLANDA YVIGIE, CITY CLERK
(SEAL)

EXHIBIT D

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

**EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON
JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.**

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

1 **WHEREAS**, on May 25, 2020, the Mayor proclaimed a state of emergency in response
2 to the continuing Public Health Emergency a third time, due to the continuing public health
3 emergency that is the COVID -19 pandemic (COVID-19 Proclamation III); and

4 **WHEREAS**, on May 27, 2020, the Governing Body extended COVID-19 Proclamation
5 III for sixty days; and

6 **WHEREAS**, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber
7 issued Proclamation III; and

8 **WHEREAS**, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a
9 fourth time, due to the continuing public health emergency that is the COVID -19 pandemic
10 (COVID-19 Proclamation IV);


11 **WHEREAS**, the COVID -19 Proclamation I and the resolution extending it, Resolution
12 2020-10, are attached as Exhibit A; COVID -19 Proclamation II and the resolution extending it,
13 Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution
14 extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is
15 attached as Exhibit D; and

16 **WHEREAS**, the Governing Body wishes to extend Proclamation IV for an additional
17 sixty (60) days pursuant to Section 20-1.3(C).

18 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
19 **CITY OF SANTA FE** that Proclamation IV is hereby extended by sixty (60) days, expiring at
20 noon on September 27, 2020, pursuant to Section 20-1.3(C).

21 PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

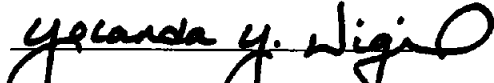
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ALAN WEBBER, MAYOR

1 ATTEST:

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YOLANDA Y. VICINI, CITY CLERK

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APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV



CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

- a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

- b. The City Manager shall address the public health emergency by
 - i. reducing or eliminating in-person provision of City services wherever possible;
 - ii. directing City employees, as applicable, to perform emergency functions;
 - iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and
 - iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;
- d. All available resources of the City shall be used to address the emergency as reasonably necessary;
- e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;
- f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;
- g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

- p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

- a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
- b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
- c. Avoid contact with people who are sick;
- d. Practice "social distancing", by maintain six (6) feet between yourself and others;
- e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
- f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
- g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- i. Avoid handshaking;
- j. Avoid touching your face, nose, and eyes;
- k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

- b. Local businesses should offer paid sick leave whenever feasible;
- c. Local businesses should ban non-essential travel for work;
- d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- e. Local businesses should establish capabilities for employees to work from home where feasible;
- f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- h. Residents should refrain from reselling purchases of household items for exorbitant prices;
- i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
- j. Residents should sign up for "Alert Santa Fe" at <https://www.santafenm.gov/alertsantafe>; and
- k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
- l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
- m. Residents should make the "Santa Fe Promise" at <https://www.santafenm.gov/promise>:

I promise to:

Act as if I carry the coronavirus.

Maintain social distancing of at least six feet.

Wear a face covering, wash my hands, use sanitizer.

Buy from local businesses that also make this promise.

Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

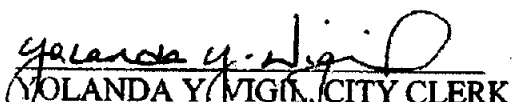
This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th day of July, 2020 at the hour of 3:04 o'clock P.M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



YOLANDA Y. MIGIK, CITY CLERK
(SEAL)

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber’s Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

1 Department of Health; and

2 **WHEREAS**, on May 25, 2020, the Mayor proclaimed a state of emergency in response to
3 the continuing Public Health Emergency a third time, due to the continuing public health
4 emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

5 **WHEREAS**, on May 27, 2020, the Governing Body extended COVID-19 Proclamation
6 III for sixty days; and

7 **WHEREAS**, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber
8 issued Proclamation III; and

9 **WHEREAS**, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth
10 time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19
11 Proclamation IV);

12 **WHEREAS**, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation
13 IV for sixty days; and

14 **WHEREAS**, Proclamation IV expired on September 27 and the Mayor again proclaimed
15 an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

16 **WHEREAS**, the COVID-19 Proclamation I and the resolution extending it, Resolution
17 No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending
18 it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the
19 resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19
20 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D;
21 and

22 **WHEREAS**, the Governing Body wishes to extend Proclamation V, attached as Exhibit
23 E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

24 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
25 **CITY OF SANTA FE** that Proclamation V is hereby extended by sixty (60) days, expiring at noon

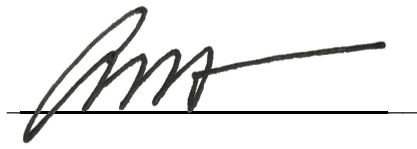
1 on November 30, 2020, pursuant to Section 20-1.3(C).

2 PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

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5

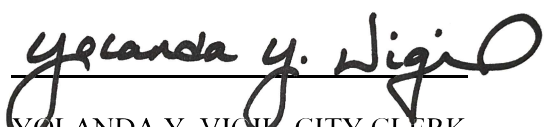


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ALAN WEBBER, MAYOR

7 ATTEST:

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10 YOLANDA Y. VIGIL, CITY CLERK

11 APPROVED AS TO FORM:

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14 ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E



CITY OF SANTA FE
PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City’s Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines “emergency” as any “occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment”;

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

- a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

- b. The City Manager shall address the public health emergency by
 - i. reducing or eliminating in-person provision of City services wherever possible;
 - ii. directing City employees, as applicable, to perform emergency functions;
 - iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and
 - iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here “public setting” means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers’ markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: <https://cv.nmhealth.org/covid-safe-practices/>; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

- a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
- b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
- c. Avoid contact with people who are sick;
- d. Practice “social distancing”, by maintain six (6) feet between yourself and others;
- e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
- f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
- g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- i. Avoid handshaking;
- j. Avoid touching your face, nose, and eyes;
- k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

- b. Local businesses should offer paid sick leave whenever feasible;
- c. Local businesses should ban non-essential travel for work;
- d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- e. Local businesses should establish capabilities for employees to work from home where feasible;
- f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- h. Residents should refrain from reselling purchases of household items for exorbitant prices;
- i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
- j. Residents should sign up for “Alert Santa Fe” at <https://www.santafenm.gov/alertsantafe>;
- k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City’s most vulnerable populations;
- l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
- m. Residents should make the “Santa Fe Promise” at <https://www.santafenm.gov/promise>:

I promise to:

Act as if I carry the coronavirus.

Maintain social distancing of at least six feet.

Wear a face covering, wash my hands, use sanitizer.

Buy from local businesses that also make this promise.

Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open.
Together.

- n. Residents should support local businesses that take the Santa Fe Promise; and
- o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

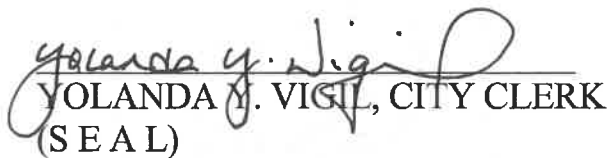
This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A.M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



YOLANDA J. VIGIL, CITY CLERK
(SEAL)



CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VI- COVID-19
November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City’s Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines “emergency” as any “occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment”;

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

- a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

- b. The City Manager shall address the public health emergency by
 - i. reducing or eliminating in-person provision of City services wherever possible;
 - ii. directing City employees, as applicable, to perform emergency functions;
 - iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and
 - iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

- c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:
 - i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;
 - ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and
 - iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? “Close contact” includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of \$0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/“from home” bags;
2. Provide, without charging the City’s environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;
8. Implement procedures to sanitize frequent touch-points in the store throughout the day;
9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;
10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;
11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;
12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and
13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;
2. All playground equipment in City parks is closed to the public and may not be used;
3. All athletic fields in City parks are closed; and
4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here “public setting” means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers’ markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: <https://cv.nmhealth.org/covid-safe-practices/>; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

- a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
- b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
- c. Avoid contact with people who are sick;
- d. Practice “social distancing”, by maintain six (6) feet between yourself and others;

- e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
- f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
- g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
- h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
- i. Avoid handshaking;
- j. Avoid touching your face, nose, and eyes;
- k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
- l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

- a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
- b. Local businesses should offer paid sick leave whenever feasible;
- c. Local businesses should ban non-essential travel for work;
- d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
- e. Local businesses should establish capabilities for employees to work from home where feasible;
- f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
- g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
- h. Residents should refrain from reselling purchases of household items for exorbitant prices;
- i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

- vendors;
- j. Residents should sign up for “Alert Santa Fe” at <https://www.santafenm.gov/alertsantafe>;
 - k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City’s most vulnerable populations;
 - l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
 - m. Residents should make the “Santa Fe Promise” at <https://www.santafenm.gov/promise>:
I promise to:
 - Act as if I carry the coronavirus.
 - Maintain social distancing of at least six feet.
 - Wear a face covering, wash my hands, use sanitizer.
 - Buy from local businesses that also make this promise.
 - Practice patience, compassion, empathy, connection, respect and love.
 - We will keep Santa Fe safe. We will keep Santa Fe open. Together.
 - n. Residents should support local businesses that take the Santa Fe Promise; and
 - o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users’ personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

**DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the
hour of 10:39 o'clock A.M. (MDT).**



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

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ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
(S E A L)









State of Emergency Extension COVID- VI - Final Version

Final Audit Report

2020-11-30

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