City of Santa Fe

AGENDA

SPECIAL MEETING OF
THE GOVERNING BODY
DECEMBER 16, 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 Governing Body meeting will be conducted virtually.

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

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

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

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

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

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/93233936052?pwd=KzJNK2NxZWtsbm9mNnYyN3g0Z0RGdz09

Passcode: 483225

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 - Webinar ID: 932 3393 6052 - Passcode: 483225

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
DECEMBER 16, 2020
4:00 PM
ATTEND VIRTUALLY

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **SALUTE TO THE NEW MEXICO FLAG**

4. **INVOCATION**

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **DISCUSSION/ACTION ITEMS**

   a. To Help Mitigate Potential COVID-19 Outbreaks within Their Resident Population, Request Approval of Lease Agreement Amendment #2 with the Santa Fe Recovery Center to Extend Their Footprint within King Hall Dormitory; Located at Midtown Santa Fe. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafem.gov, 955-5933)

   b. Approval of the First Amendment to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe, Providing a Six Month Extension for Training in Case No. OSHA 19-44, to Allow Compliance with COVID-19 Restrictions. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

   c. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Cassutt-Sanchez, Councilor Rivera, Councilor Villarreal, and Councilor Lindell)
   A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6534)

   d. Adjustments to FY21 Cares Act Grant Budget to Maximize the Reimbursement Request from the NM Department of Finance and Administration and Adjustments to the FY21 Operating Budget to Allow the

City the Flexibility to Continue Pandemic Response Projects Past December 30, 2020. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

1. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $2,138,728.24 for FY21 Cares Act Grant.
2. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $5,426,492 for FY21 Operating Budget.

8. **PUBLIC HEARINGS**

   a. CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
   A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

9. **MATTERS FROM THE CITY ATTORNEY**

   a. EXECUTIVE SESSION

   a) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(7), Attorney-Client Privileged Discussion Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Participant, Specifically an Amicus Opportunity to Join the County of Los Angeles, and Other Local Governments in Support of the Plaintiffs in *R.V. v. Mnuchin*, No. 8:20-cv-1148 (D. Md.), and Subsequent Appeals, Challenging the Provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that Excludes U.S. Citizen Children with One or More Undocumented Immigrant Parents from Stimulus Payments Intended to Offset the Hardships Caused by the COVID-19 Pandemic. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

   b) In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(8), Discussion of the Disposition of the Midtown Property, Formerly Known as the College of Santa Fe and Formerly Operated as the Santa Fe University of Art and Design. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

10. **EXECUTIVE SESSION ACTION ITEMS**

a. Approval to Join the County of Los Angeles, and Other Local Governments in Support of the Plaintiffs in R.V. v. Mnuchin, No. 8:20-cv-1148 (D. Md.), and Subsequent Appeals, Challenging the Provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that Excludes U.S. Citizen Children with One or More Undocumented Immigrant Parents from Stimulus Payments Intended to Offset the Hardships Caused by the COVID-19 Pandemic. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

11. **COMMUNICATIONS FROM THE GOVERNING BODY**
12. **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: **December 10, 2020**

To: **Governing Body**

Via: **Regina Wheeler – Director, Public Works Department** Regina Wheeler (Dec 13, 2020 20:20 MST)
Richard Brown – Director, Community & Economic Development Department Richard Brown

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

RE: **Approval of Lease Amendment #2 with Santa Fe Recovery Center**

ITEM AND ISSUE:
To help mitigate potential Covid-19 outbreaks within their resident population, request approval of Lease Agreement Amendment #2 with the Santa Fe Recovery Center to extend their footprint within King Hall Dormitory; located at Midtown Santa Fe. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)

BACKGROUND AND SUMMARY:
The Santa Fe Recovery Center (SFRC) currently leases twenty-four two (2) bedroom apartments and approximately 15,000 square-feet of the King Hall dormitory located at Midtown Santa Fe. The premises are used as community rooms, medical offices, residential recovery and extended recovery housing programs.

In late November 2020, SFRC experienced a serious outbreak of Covid-19 amongst their residents and staff. This outbreak has since been successfully contained. SFRC is now requesting the City's permission to expand their footprint within King Hall to mitigate the potential for a second outbreak. The intention is to allow SFRC to spread out their residents to reduce exposure in turn preventing the spread of Covid-19 within the facility. City staff has met and believes that allowing SFRC the ability to expand into two additional residential wings is both acceptable and advisable.

The changes to the lease include the addition of approximately 5,500 additional square-feet through the end of their lease term, which is set to expire on May 31, 2021. This amendment will include no increased in lease payments due to the City from SFRC and the benefit to the City is the prevention of the spread of Covid-19. The termination date of this lease was recently re-negotiated and SFRC is developing an exit strategy to comply with this termination date.

On two recent occasions, City staff has discovered SFRC attempting to remove considerable amounts of City property from King Hall with no authorization. SFRC has been advised that any such removal of City property is breach of their lease. They have been notified that any additional breach of lease terms will result in the immediate activation of the termination clause of their lease.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202105

ACTION REQUESTED:
Please approve this lease amendment with the Santa Recovery Center to help combat the spread of Covid-19 within our community.

AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

5. RENT

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:
Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.
Sylvia Barela
_____
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

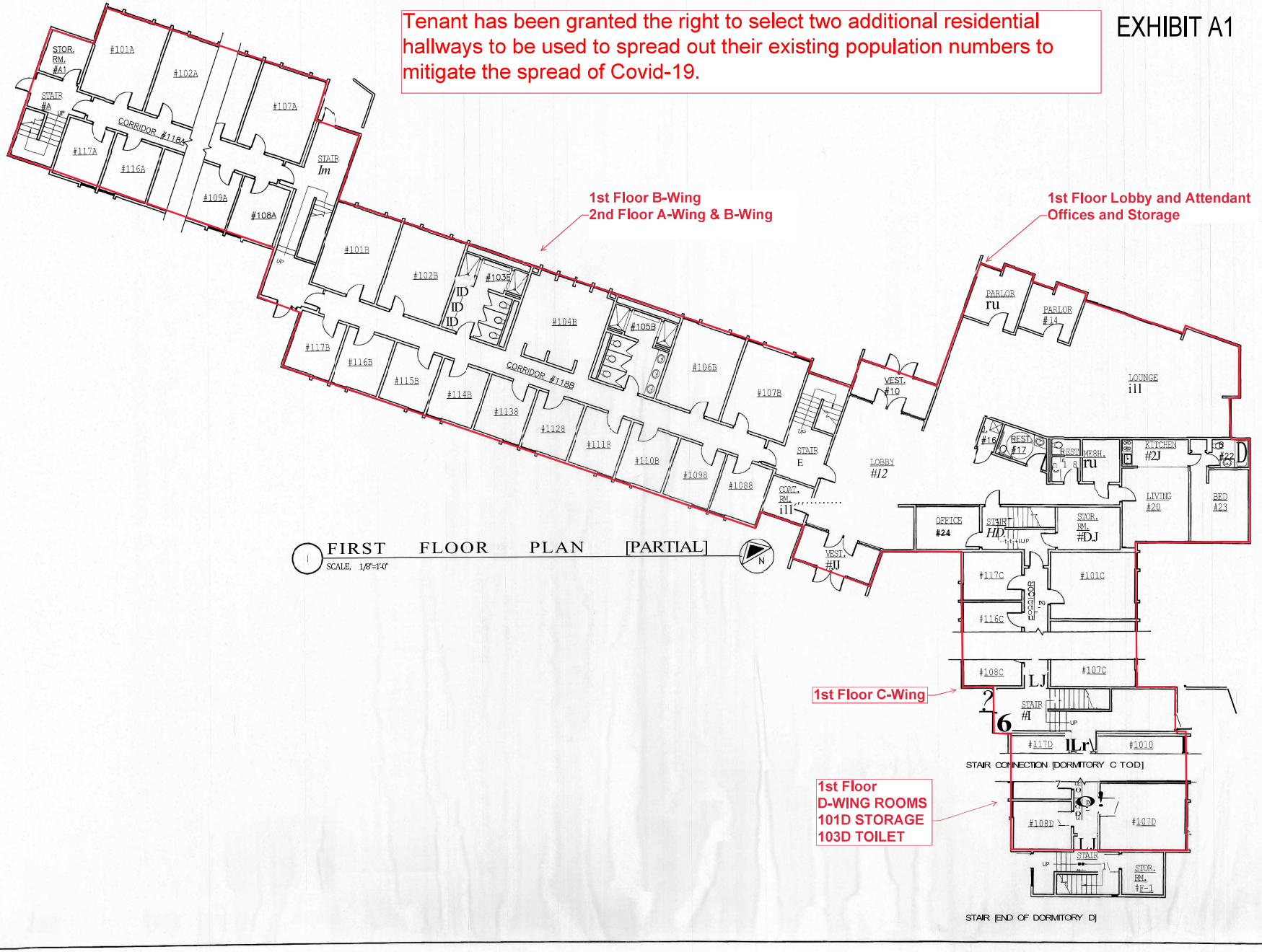
My Commission Expires: 9/27/21

_____
NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

EXHIBIT A1



FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

PLOT DATE
FILE NAME

STATE OF NEW MEXICO
CLIVER MICHAEL DUTY
18215
REGISTERED ARCHITECTS

DESIGN AND DRAWING

REVISIONS
NO. DATE BY

DATE:
DRAWN BY:
CHECKED BY:

DUTY & GERMANA
ARCHITECTS
404 KIVA COURT STE. 6
SANTA FE, NM 87505
PH. (505) [illegible]
FAX. (505) [illegible]

SHEET
A2.0

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center, Inc

Procurement Title: Lease Amendment

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☒ *Other* ☐ *Subscriptions*

Department Requesting/Staff Member: J Sam Burnett

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	Other:

J Sam Burnett
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all required documentation
☐ ☒ Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

J Sam Burnett
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*

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

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

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

2 Name of Contractor Santa Fe Recovery Center, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: 19330/month

Termination Date: May 31, 2021

☑ Approved by Council Date: August 13, 2018

☐ or by City Manager Date:

Contract is for: Lease of 24 student apartments (Buildings 6C and 6D) and portions of King Hall located at Midtown Santa Fe

Amendment # 2 to the Original Contract# 18-0935

Increase/(Decrease) Amount $ $0.00

Extend Termination Date to: NA

☑ Approved by Council Date: Pending

☐ or by City Manager Date:

Amendment is for:

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

Amount $ 19330/month of original Contract# Termination Date: 7/15/2020
Reason: Original Contract

Amount $ 35,255.00 amendment # 1 Termination Date: 5/31/2021
Reason: Increase Leased Area

Amount $ $0.00 amendment # 2 Termination Date: 5/31/2021
Reason: Covid-19 Related Increase of Leased Area

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $35,255.00/Month

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other COSF "LESSOR"

6 **Procurement History:** Second Year of Three Year Lease - $ Funds Recieved
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions

7 **Funding Source:** GRT Bond **BU/Line Item:** 5256175.460350

_____
Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett, Property Maintenance Manager

Phone # 505-795-2491

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. **PREMISES**

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing. Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. **RENT**

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents (**$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents (**$31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

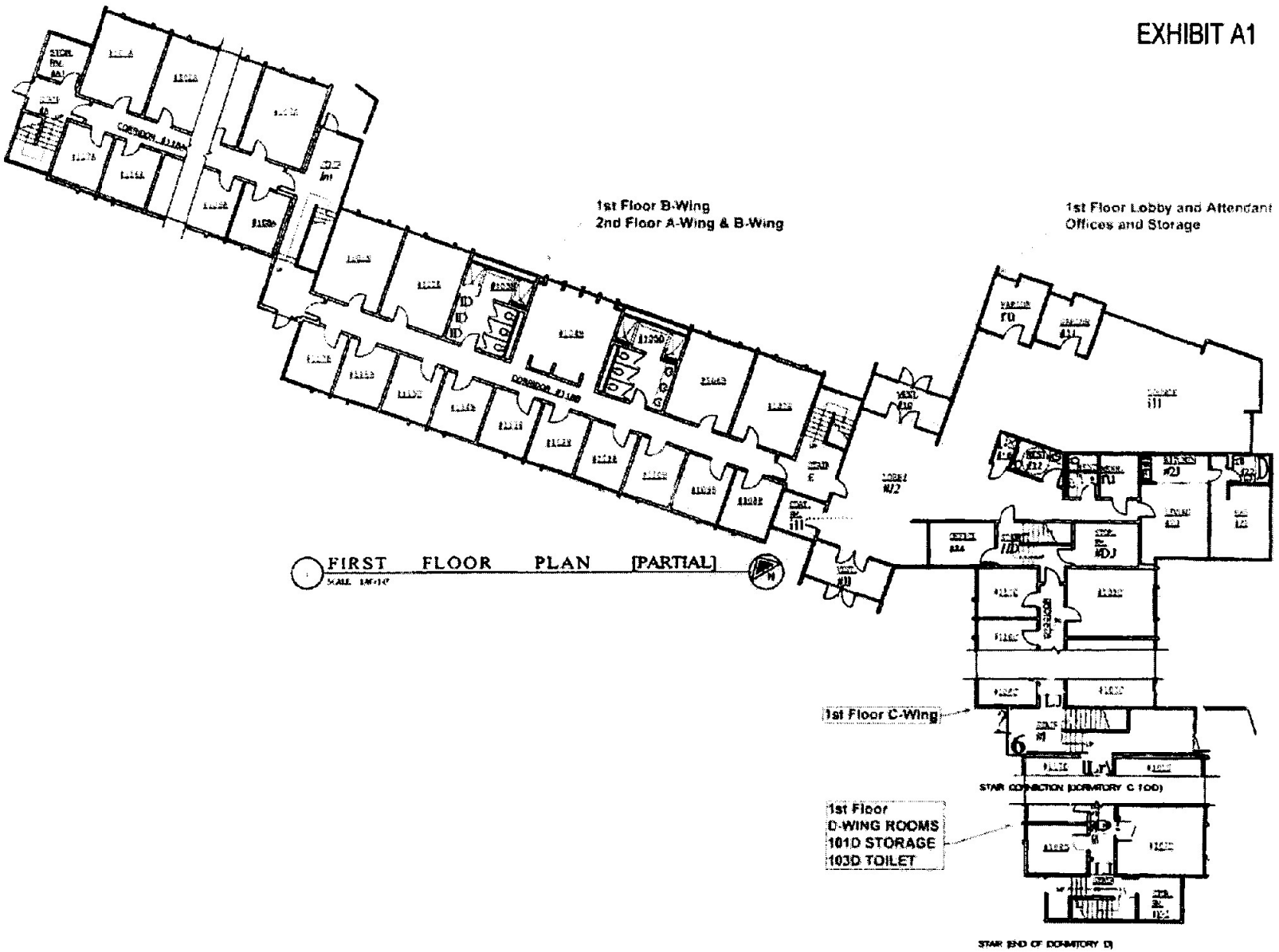
The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

EXHIBIT A1

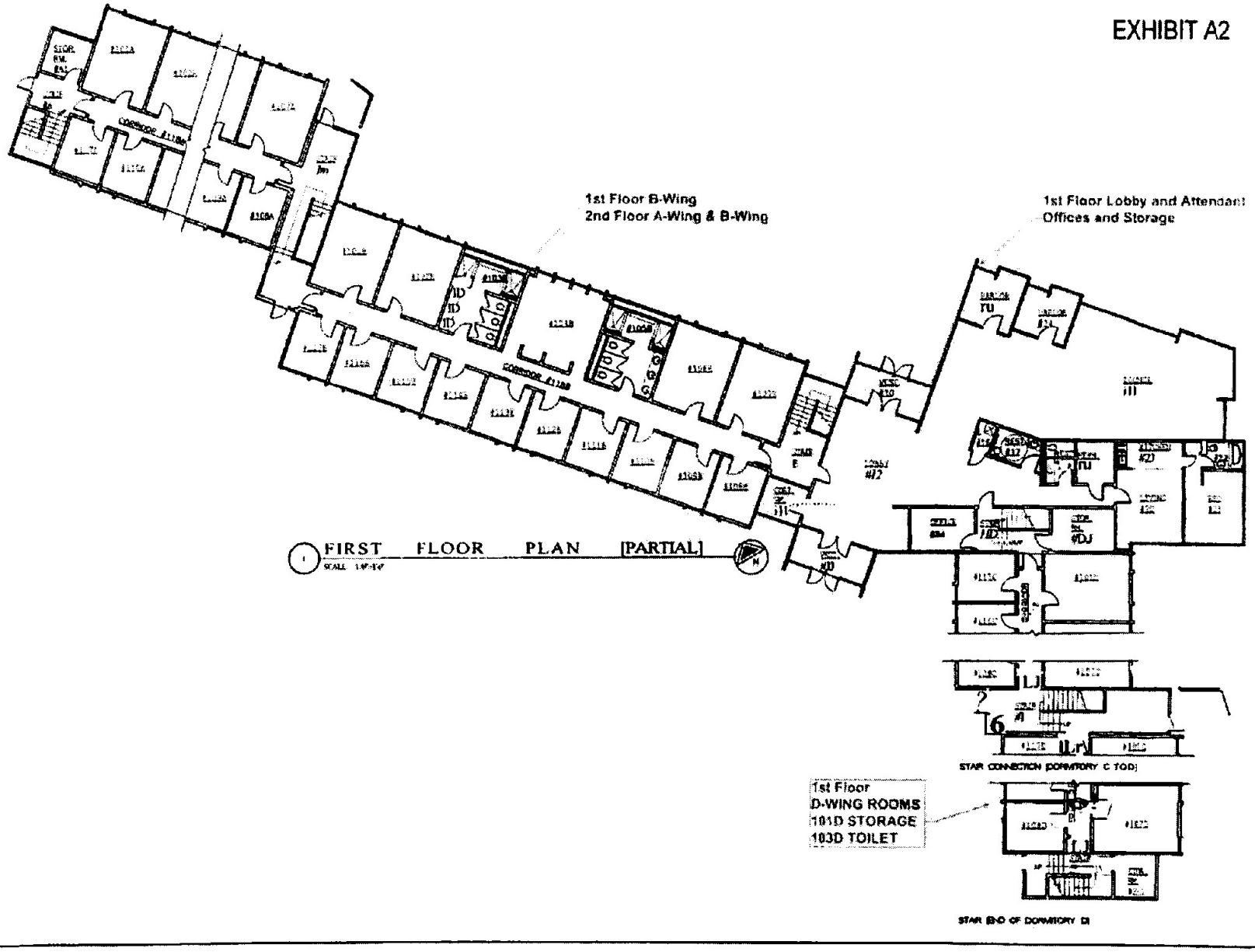


FIRST FLOOR PLAN [PARTIAL]

DUTY
6ERMANA9
ARCHITECTS

A2.0

EXHIBIT A2



A2.0

City of Santa Fe, New Mexico
Memorandum

DATE: August 28, 2020

TO: Governing Body and Public Works Committee

VIA: Rich Brown, Director of Office of Economic Development RB

FROM: Sam Burnett, Public Works Property Maintenance Manager

RE: Santa Fe Recovery Center Lease Amendment #2

ITEM AND ISSUE:
Request for the Approval of Amendment #2 to Lease Agreement #18-0935 By and Between the City of Santa Fe and Santa Fe Recovery Center, Inc. to Amend Provision of Agreement to expand the premises to allow for additional beds for recovery program participants; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491).

BACKGROUND AND SUMMARY:
The City leases Student Apartments and a portion of King Hall, a residential dormitory on the site of the former Santa Fe University of Art and Design, located 1600 St Michael's Drive. The Recovery Center leases twenty-four 625 square-feet, two (2) bedroom apartments and 9,150 square-feet of King Hall; used as a community rooms, medical offices, extended residential recovery and recovery housing programs.

The changes to the lease include the addition of approximately 6,000 additional square-feet through October 31, 2020. On November 1, 2020, the lease allows for a reduction in the space used by 3,458 square feet to allow for additional beds for recovery program participants. The rent due to the City shall increase to $35,255.16 through October 31, 2020 and shall then reduce to $31,312.38 for the remainder of the term.

CONTRACT NUMBER:
The FY20 Munis contract number is 3202105

ACTION REQUESTED:
Please approve this lease amendment with the Santa Fe Recovery Center granting an extension of their premises within King Hall at Midtown Santa Fe.

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

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

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

2 Name of Contractor Santa Fe Recovery Center, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: 19,330/month

Termination Date: May 31, 2021

☑ Approved by Council Date: August 13, 2018

☐ or by City Manager Date: _____

Contract is for: Lease of 24 Student Apartments (Buildings 6B1 and 6B2) and portions of King Hall located at Midtown Santa Fe

Amendment # 2 to the Original Contract# 18-0935

Increase/(Decrease) Amount $ $7,267.16

Extend Termination Date to: _____

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Amendment is for:

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

Amount $ 19,330/month of original Contract# 18-0935 Termination Date: 7/15/2020
Reason: Original On-Call Contract

Amount $ 27988/month amendment # 1 Termination Date: 5/15/2020
Reason: Increasing Leased Area

Amount $ 35,255/month amendment # 2 Termination Date: 5/31/2021
Reason: Increaing Leased Area

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ 35,255/month

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other CoSF "Lessor"

6 **Procurement History:** Second Year of Three Year Lease - $ Funds Received
example: (First year of 4 year contract)

Ryan Dunaway (Aug 18, 2020 12:37 MDT)

Purchasing Officer Review

Comments or Exception: Lessor/ for Property Lease SF Recovery Center- No procurement

7 **Funding Source:** Lessee **BU/Line Item:** 5256175.460350

Alexis Lotero
Alexis Lotero (Aug 20, 2020 12:01 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett, Property Maintenance Manager

Phone # 505-795-2491

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center, Inc

Procurement Title: Lease Amendment

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Exempt* ☒ *Other* ☐ *Subscriptions*

Department Requesting/Staff Member: J Sam Burnett

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	Other: Lease

J Sam Burnett
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☐	☒	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES **N/A**

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Other: _____

CONTRACT*

YES **N/A**

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all required documentation
☐ ☒ Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

J Sam Burnett
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

Owner: SYLVIA BARELA

License Number: 149637

Issued Date: November 25, 2019

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19-0872

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. **PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. **EFFECTIVE DATE**

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. **LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

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

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

ITEM # 18-0935

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTION OF BUILDING 12)

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 15TH day of AUGUST, 2018 by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (Lessee), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and a portion of Building 12 (King Hall) (approximately 1,960 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease Agreement shall become effective August 15, 2018 (the Effective Date).

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of eleven (11) months with one (2) "Optional Additional Terms" of six (6) months each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential" and "Recovery Housing" programs of the Santa Fe

Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee shall require that all client vehicles parked at the Premises be equipped with functioning ignition interlock devices;

v. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or

injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent during Initial Term. Lessee shall pay nineteen thousand, three hundred thirty dollars (**$19,330.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets during Initial Term. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of initial repairs to the Premises as specified in **Exhibit B** attached hereto. The Parties acknowledge that additional repairs to or replacements of exterior stairways at Buildings 6B-1 and 6B-2 may be required. The Parties agree to offset the second month's Rent by deducting the actual cost of repair or replacement of the subject stairways, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed.

C. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be increased by an amount calculated by multiplying the Rent during the Initial Term by two and one-half percent (2.5%).

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, solid waste collection services, cleaning, and repair services shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures

and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Sylvia Barela, Executive Director
City of Santa Fe	Santa Fe Recovery Center, Inc.
P. O. Box 909	4100 Lucia Lane
Santa Fe, NM 87504	Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

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

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and

understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 15TH day of AUGUST, 2018.

LESSOR:
CITY OF SANTA FE

Renee Martinez for EL
ERIK J. LITZENBERG, CITY MANAGER

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM FOR
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 13TH day of August 2018, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: February 13, 2020

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 02-13-2020

EXHIBIT A

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

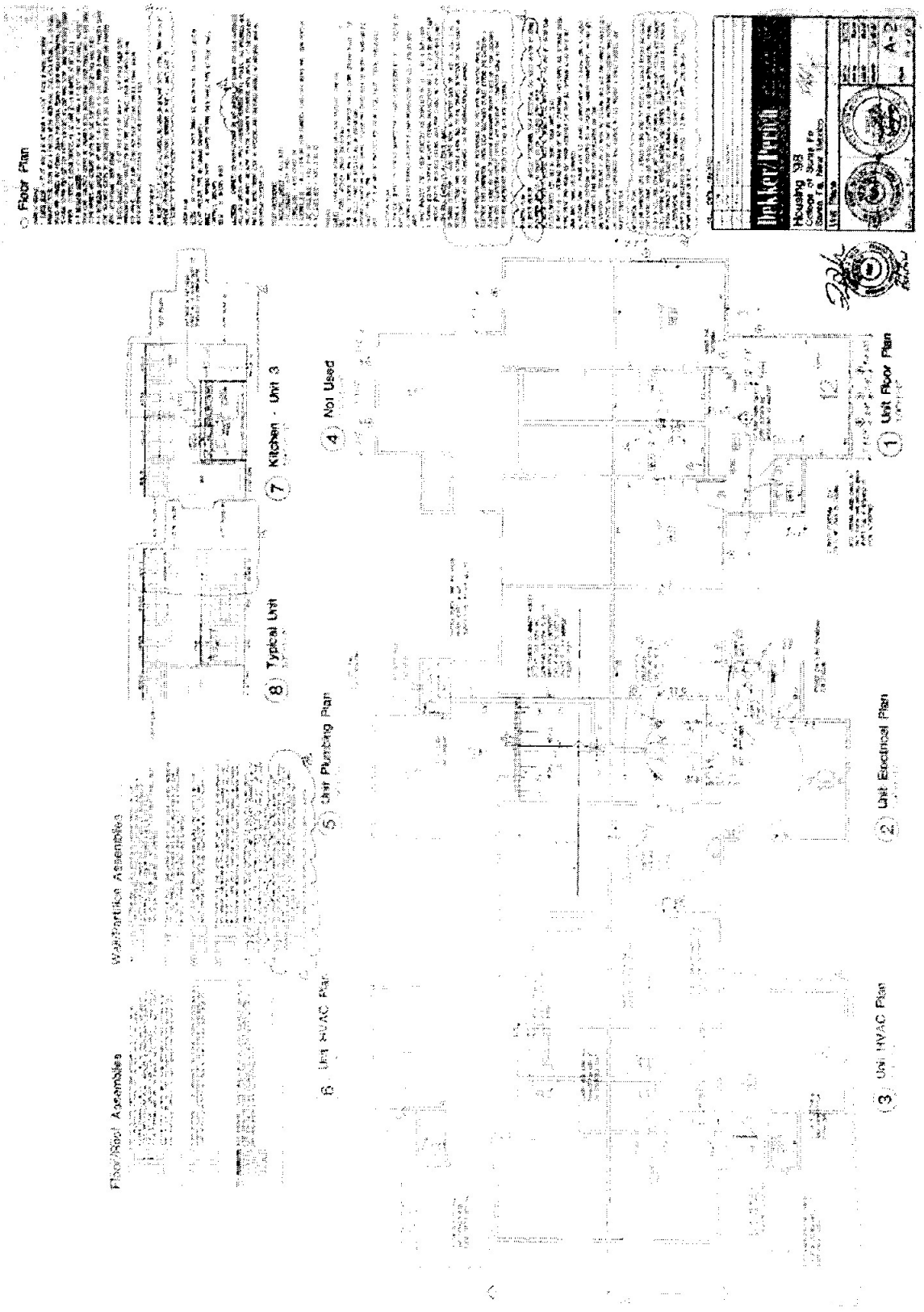


EXHIBIT A

(FLOOR PLAN – LAUNDRY/OFFICE)

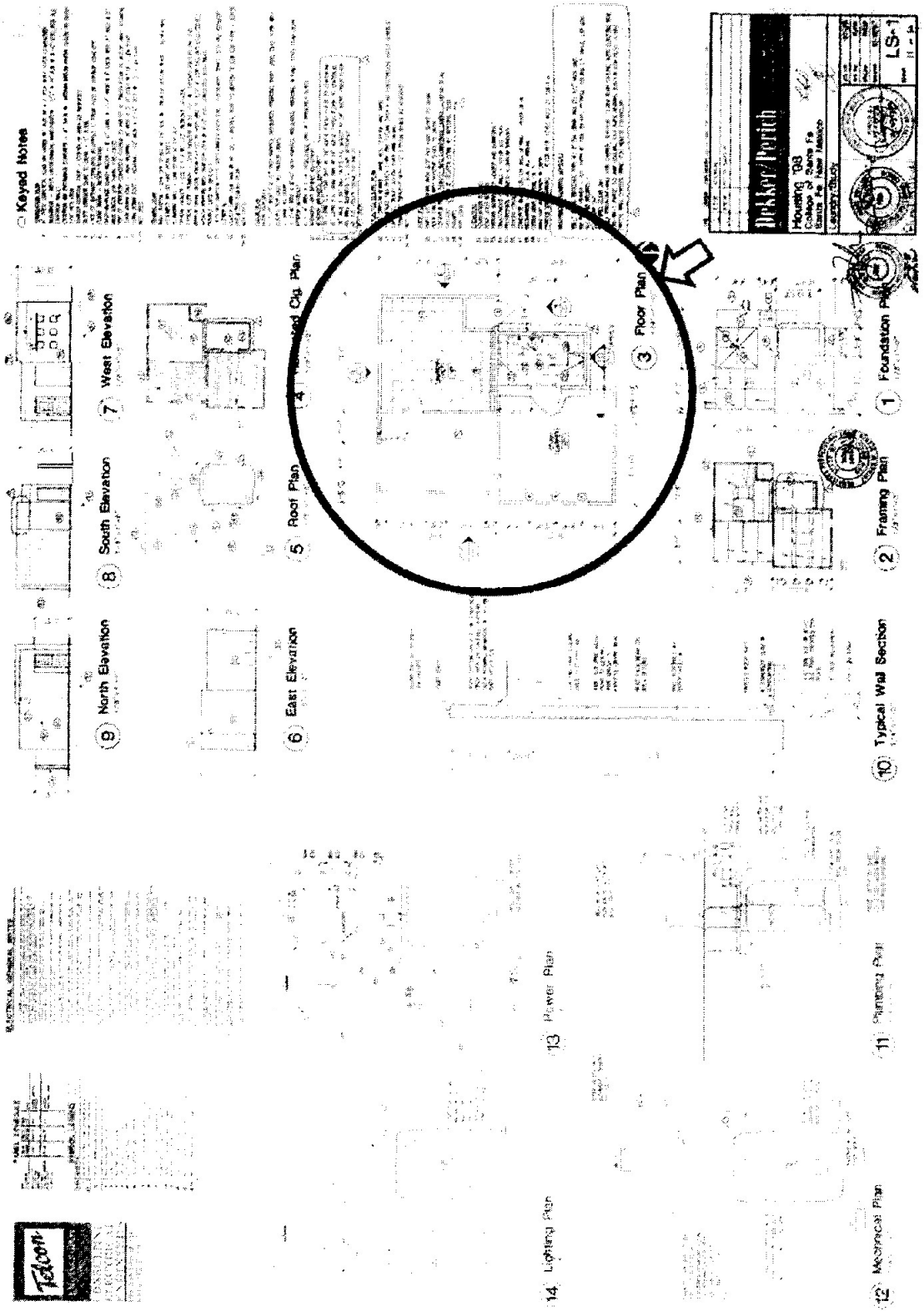


EXHIBIT A

(BUILDING 12 –PORTION OF KING HALL)

▬ ▬ ▬ LEASE PREMISES

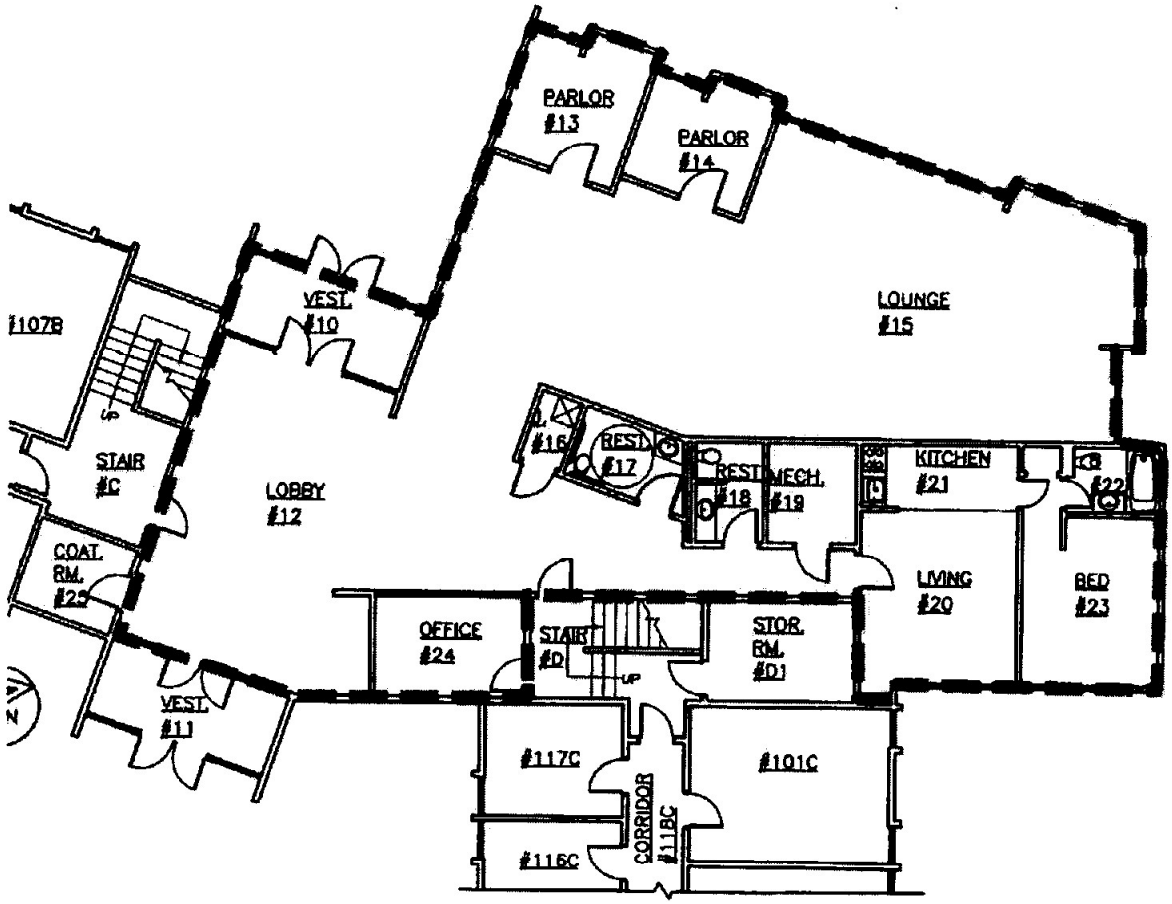


EXHIBIT B

ESTIMATE OF REPAIRS (See Lease Section 5.B.)

Building 6B-1

C-1		
C----No fire extinguishers.	$	30
A----Exhaust Fan not working.	$	275
C-2		
C----No fire extinguisher.	$	30
C----Bathtub leaking.	$	45
C----Bathtub diverter broken.	$	45
C-3		
C----Missing window screens x 3	$	90
C----Water damage under window.	$	150
C----No fire extinguisher.	$	30
A----No power to bathroom outlet.	$	45
C----Shower leaks.	$	45
C-4		
C----Kitchen fluorescent.	$	15
C----No fire extinguisher.	$	30
C---- Missing window screens x 4	$	120
C----Broken shower heads.	$	15
C----No toilet seat.	$	35
C-5		
C----No fire extinguisher.	$	30
C----Missing window screens. x 4	$	120
C----No smoke detectors.	$	25
C----Broken heat lamp.	$	20
C-6		
A----C----Smokers unit-. (Unit need to be painted.)	$	1,500
C----VCT coming up at entry.	$	250
C----No fire extinguisher.	$	30
C----B-2 missing window screens x 3	$	90
C----Broken shower head.	$	15
C-7		
A----Water damage under sink. (Possible mold)	$	2,500
C----No fire extinguisher.	$	30
C----No screen on kitchen window. x 3	$	90
C----Bathroom toilet does not run water.	$	45
C----Broken shower heads.	$	15
A----Ceiling fan does not work.	$	225
C-8		
C----No fire extinguisher	$	30
C----No smoke alarms.	$	25
C-9		
C----Kitchen window missing screen.	$	30
C----No smoke detectors.	$	25
C----Broken shower heads.	$	15
A----Exhaust fan in B-1 broken.	$	275
C----Missing light cover.	$	25
C-10		
C----Exhaust fan not working.	$	225
C----Garbage disposal broken.	$	225
C-11		
A----C----Garbage disposal not working.	$	225
C----Broken shower head.	$	15
C----Missing window screen.	$	30
C-12		
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C---- Missing window screens. x 3	$	90
C----Missing smoke detectors.	$	25
C----No heat lamp.	$	20
C----Living room ceiling fan not working.	$	225
A----A/C cover on floor.	$	100
A----Heat/ exhaust not working.	$	275
Building 6B-1 Total	**$**	**8,120**

Building 6B-2

D-1		
A----No hot/ cold valves	$	150
C----Living room window missing screen.	$	30
D-2		
A----Broken sink faucet.	$	250
C----No fire extinguishers.	$	30
C----Missing shower head.	$	15
D-3		
A----C----B-2 tub diverter missing.	$	15
A----Broken exhaust fan.	$	275
D-4		
C----Broken fridge handle.	$	150
C----No fire extinguisher.	$	30
A----Broken garbage disposal.	$	225
C----Fluorescent lights not working; missing cover.	$	20
A----Bathroom GFCI not working.	$	45
D-5		
C----Stove missing knob.	$	30
C----No fire extinguisher.	$	30
A----Shower handle taken apart. (need a new one).	$	300
A----C----Damaged sink cabinet.	$	375
C----Missing window screens. x 3	$	90
A----C----Bath room missing sink faucet.	$	150
D-6		
A----Exhaust fan not working.	$	225
C----No area lamp.	$	25
D-7		
A----Broken ceiling fan.	$	225
A----Broken garbage disposal.	$	225
C----Missing shower heads.	$	15
D-8		
A----Exhaust fan not working.	$	225
D-9		
A----Garbage disposal not working.	$	225
C----No fire extinguishers	$	30
C----Missing window screen.	$	30
D-10		
A----Garbage disposal not working.	$	225
C----Broken blind.	$	30
C----Missing window screen.	$	30
D-11		
C----No fire extinguishers.	$	30
A----B-2 water damage on floor around toilet. (Leak	$	200
A----Water damage on wall under sink. (Mold)	$	2,500
C----Missing window screens. x 2	$	60
D-12		
A----No power to kitchen GFCI.	$	45
C----Missing window screen.	$	30
Building 6B-2 Total	**$**	**6,585**

Office		
A----Mold on walls throughout room.	$	2,500
A----Water shut off to unit.		
Office Total	**$**	**2,500**

GRAND TOTAL (All Items)	**$**	**17,205**

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

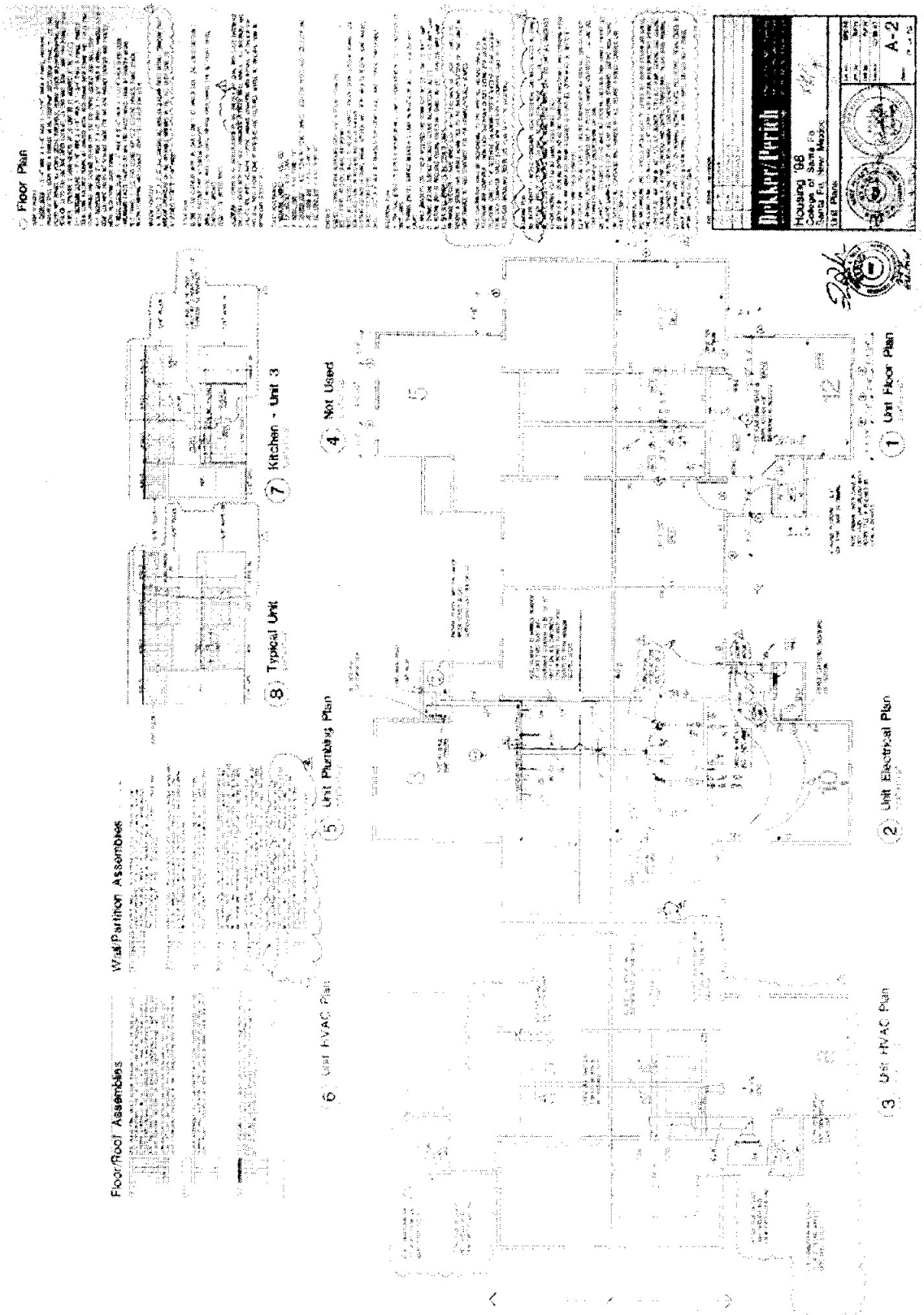
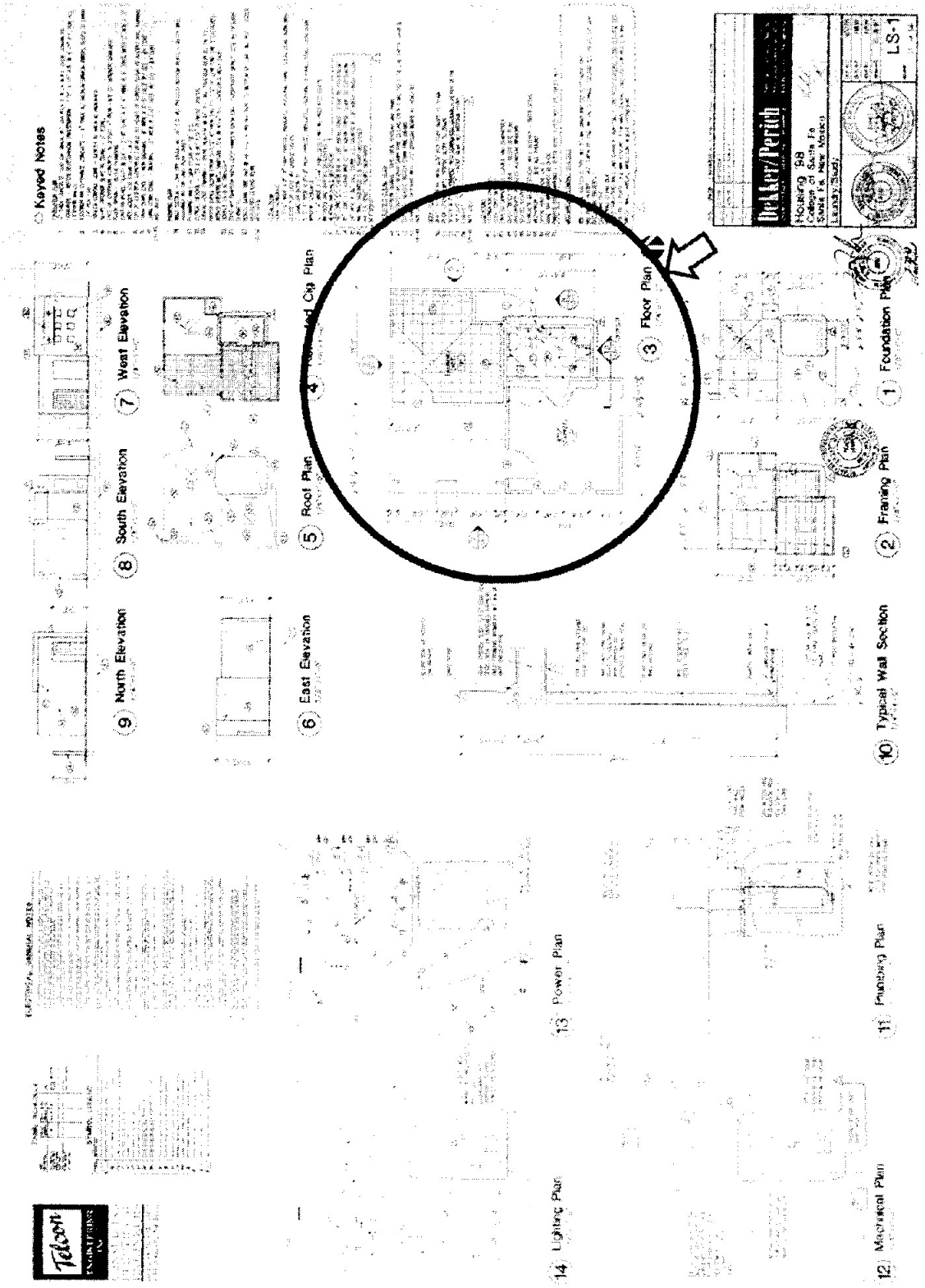
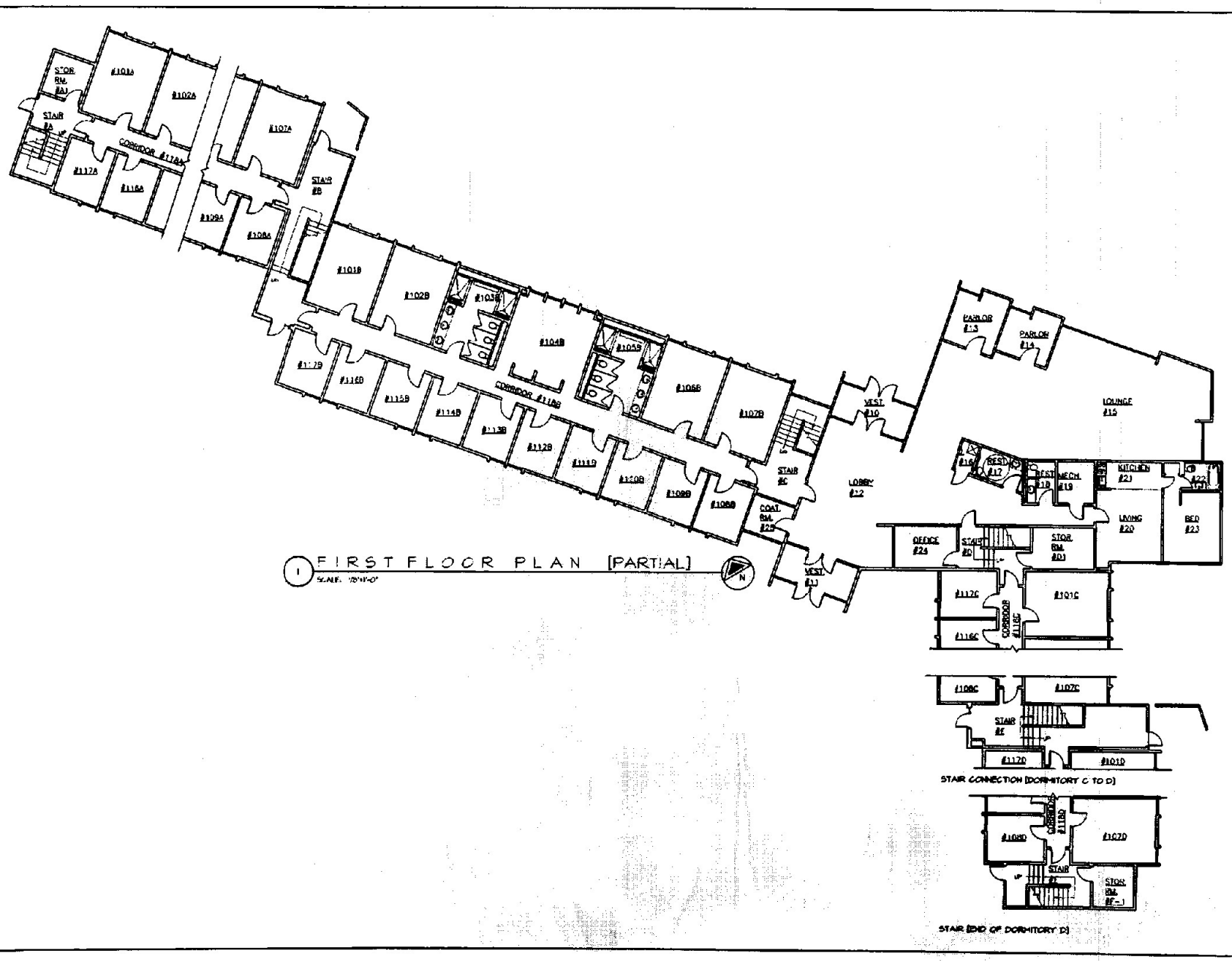


EXHIBIT A1

(FLOOR PLAN – LAUNDRY/OFFICE)





1 FIRST FLOOR PLAN [PARTIAL]

SCALE: 1/8"=1'-0"

CLIVER MICHAEL DUTY 1825 REGISTERED ARCHITECT

KING HALL

SANTA FE UNIVERSITY OF ART AND DESIGN

1600 ST. MICHAEL'S DRIVE SANTA FE, NEW MEXICO

REVISIONS: NO. DATE BY

DATE:

DRAWN BY:

CHECKED BY:

DUTY & GERMANAS ARCHITECTS

SHEET

A2.0

EXHIBIT B1

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00

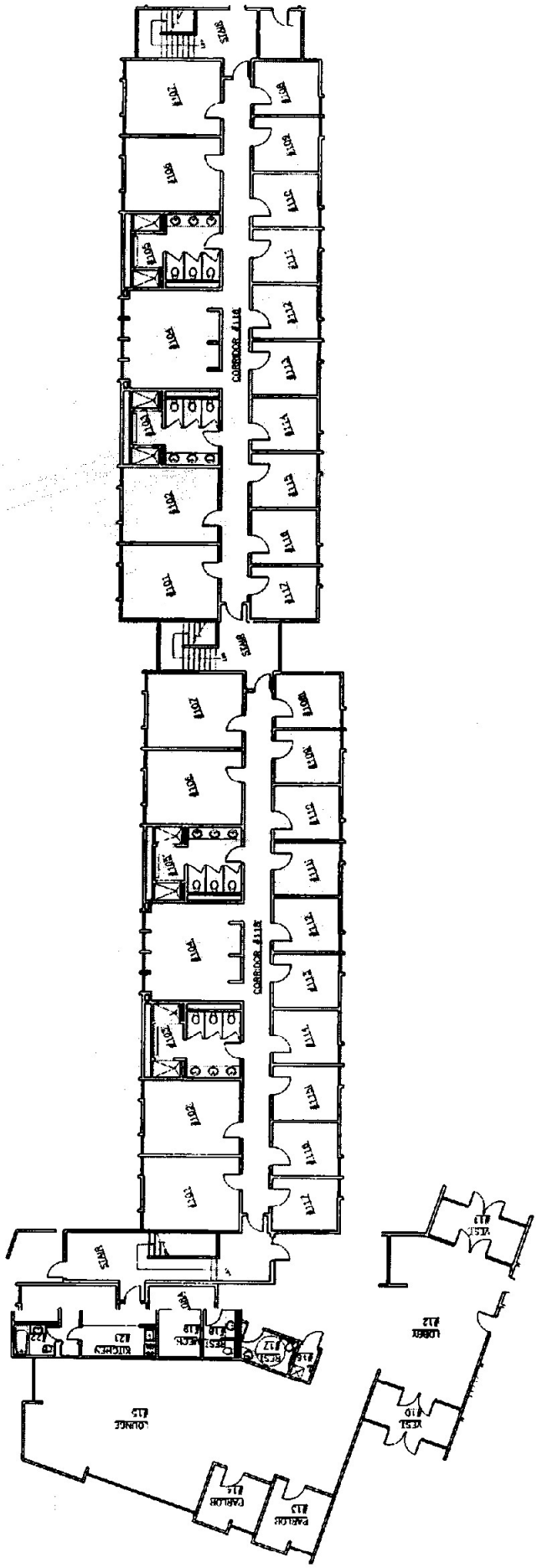

STAIRS
CORRIDOR
LOBBY
KITCHEN
PASSAGE

EXHIBIT A1

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

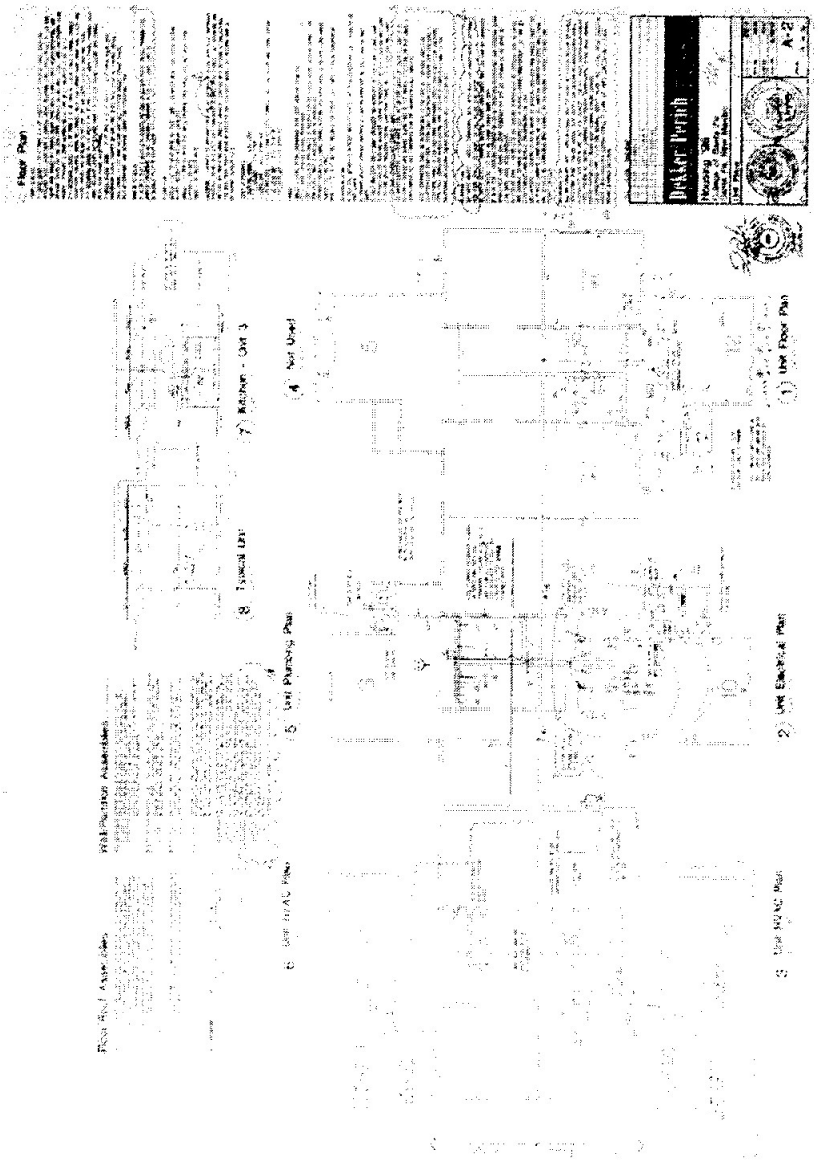


EXHIBIT A1
(FLOOR PLAN – LAUNDRY/OFFICE)

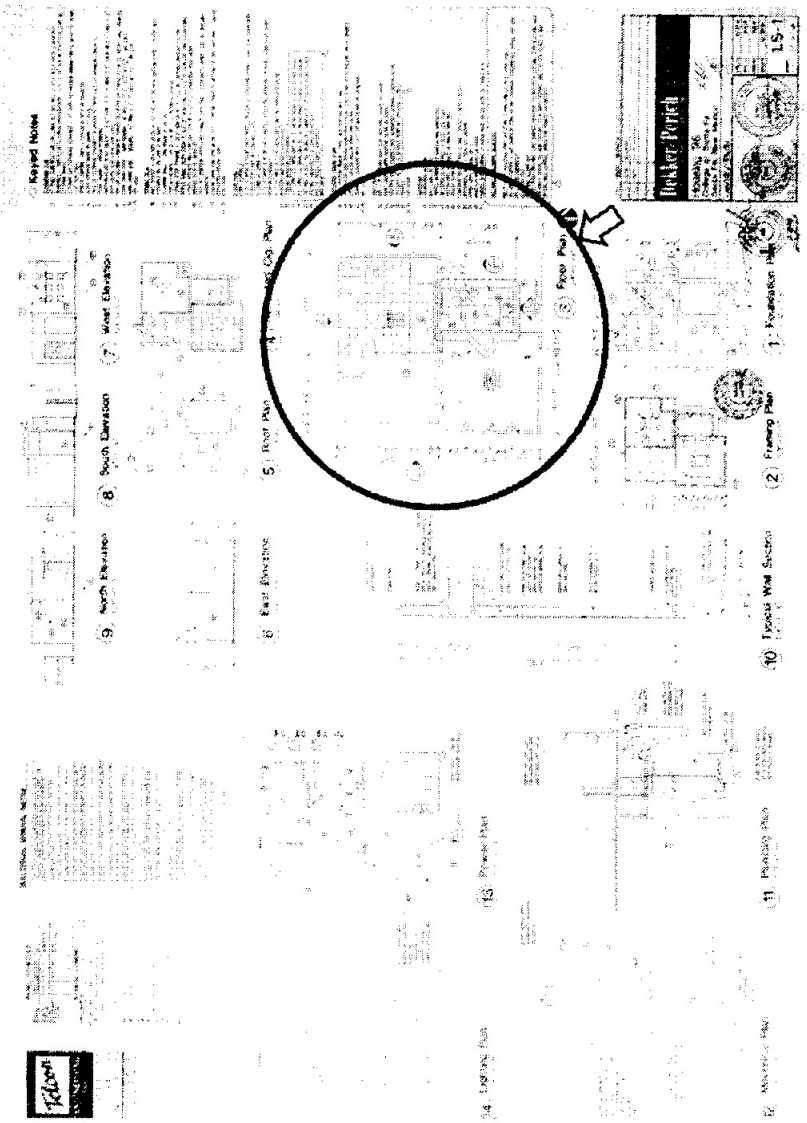


EXHIBIT A1
(BUILDING 12 –PORTION OF KING HALL)

▬ ▬ ▬ LEASE PREMISES

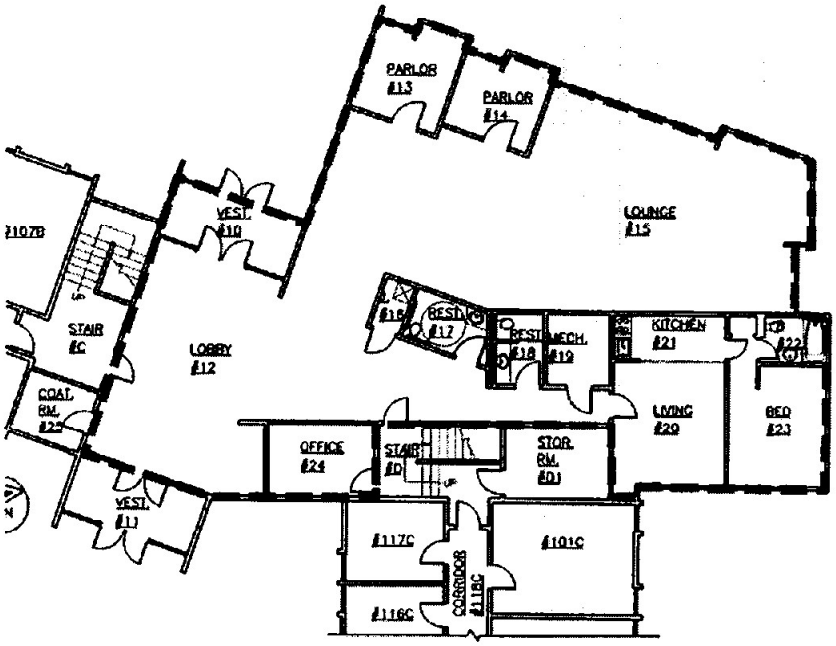


EXHIBIT B1

ESTIMATE OF REPAIRS (See Lease Section 5.B.)

Building 68-1

Building 68-1 extinguishers.	$	30
CA1---Exhaust fan not working.	$	275
CE-1No fire extinguishers.	$	30
AE---Exhaust fan not working.	$$	275
CE2---Bathtub leaking.	$	45
CE---No smoke detectors broken.	$$	345
CE-2Bathtub leaking.	$	45
CE---Bathtub/shower enclosure broken x 3	$$	480
CE3---Water damage under window.	$	150
CE---Missing window screens x 3	$$	900
CA---Wall/ceiling damage bathroom/toilet.	$$	1505
CE---No fire extinguisher.	$$	345
AE-4No power to bathroom outlet.	$	45
CE---Shower/tub fluorescent.	$$	495
CE5---No fire extinguisher.	$	30
CE---Missing fluorescent screens x 4	$$	130
CE---Broken shower heads.	$$	345
CE---Missing screens x 4	$$	1200
CE-5Broken shower heads.	$	15
CE---No fire extinguisher.	$$	330
CE3---Missing window screens x 4	$	120
CE---No fire extinguishers.	$$	345
CE---Missing window screens x 4	$$	1200
CE-6No smoke detectors.	$	25
CA---Broken/stained vinyl. (Unit need to be painted.)	$$	1,900
CE8---VCT coming up at entry.	$	250
AE---Chipped/peeling paint/plaster (Unit need to be painted.)	$$	1,500
CE---VCT coming up at entry screens x 3	$$	2500
CE---Broken shower head.	$$	345
CE-7B-2 missing window screens x 3.	$	90
CA---Rubber stopper/sink. (Possible mold)	$$	2,360
CE---No fire extinguisher.	$	30
AE---Water damage under sink/wall (Possible mold)	$$	2,500
CE---Bathroom faucets not run water.	$$	345
CE---Broken screen/window. x 3	$$	995
CA---Bathroom faucets does not run water.	$$	835
CE-8Broken shower heads.	$	15
AE---Cracked awnings at entry.	$$	2250
CE---No smoke alarms.	$	25
CE-9No fire extinguisher.	$	30
CE---No smoke detectors missing screen.	$$	250
CE9---No smoke detectors.	$	25
CE---Kitchen window missing screen.	$$	395
CA---No water at the GFCI broken.	$$	295
CE---Missing refrigerator/vents.	$$	135
AE-1Exhaust fan in B-1 broken.	$	275
CE---No/no light nor working.	$$	295
CE10--Garbage disposal broken.	$	225
CE-11Exhaust fan not working.	$	225
CA---Garbage disposal inoperative not working.	$$	225
CE1--Broken shower head.	$	15
AE---CRA thermometer/temperature not working.	$$	2250
CE-12Broken shower head.	$	15
CE---Missing refrigerator screen.	$$	180
CA12--Broken garbage disposal.	$	225
CE---Broken/missing screens x 3	$$	180
AE---Broken/garbage disposals.	$$	2285
CE---No heat/window screens x 3	$$	900
CE---Missing/broken/missing GFCI not working.	$$	295
CA---No/bad/open floor.	$$	200
CA---Heat/Pump/ceiling fan/light working.	$$	2235
A---A/C cover on floor.	$	100
AE---Water heater not working.	$$	2750
Building 68-1 Total	**$**	**8,120**

Building 68-2

Building 68-2 cold valves	$	150
CE1--Living room window missing screen.	$	30
AE-2No hot/ cold valves	$	150
CA---Bathroom/window missing screen.	$$	300
CE2---No fire extinguishers.	$	30
AE---Peeling shower head.	$$	2595
CE-3No fire extinguishers.	$	30
CA---Missing shower head missing.	$$	195
CE3---Broken exhaust fan.	$	275
AE-4C---- B-2 tub diverter missing.	$	15
AE---Bathroom/fixture leaks.	$$	2750
CE4---No fire extinguisher.	$	30
CA---Bathroom/garbage disposal.	$$	1505
CE---No fire extinguishers not working; missing cover.	$$	300
AE---Peeling/broken decor/working.	$$	2285
CE-5Fluorescent lights not working; missing cover.	$	20
AE---Bathroom/GFCI not working.	$$	450
CE5---No fire extinguisher.	$	30
CA---Shower/ single/clean apart. (need a new one).	$$	300
CA---NO fire extinguisher cabinet.	$$	395
AE---Shower/garbage/ disposal x (need a new one)	$$	3000
AE---CE---Clean water missing/sink faucet.	$$	3750
CE-6Missing window screens. x 3	$	90
AE---CE---Bath faucet missing/sink faucet.	$$	1195
CE6---No area lamp.	$	25
AE-7Exhaust fan not working.	$	225
CA---Broken ceiling fan.	$$	295
CE7---Broken garbage disposal.	$	225
AE---Missing/ceiling/ light/heads.	$$	2295
AE-8Broken garbage disposal.	$	225
CA---Missing shower/heading.	$$	235
CE8		
AE---Cracked/ bad spots/bricks/working.	$$	2295
CE8---No fire extinguishers.	$	30
AE---Garbage disposal not/working.	$$	2250
CE-10No fire extinguishers.	$	30
CA---Missing window/ sill at rear working.	$$	395
CE10--Broken blind.	$	30
AE---Garbage disposal not/working.	$$	2250
CE-11Broken blind.	$	30
CE---Missing window/screen.	$$	380
CE11--B-2 water damage on floor around toilet. (Leak	$	200
CA---Water damage/ bathwall under sink. (Mold)	$$	2,800
AE---Awning/damage on floor/around toilet. (Leak	$$	2000
AE-12Water damage on wall under sink. (Mold)	$	2,500
CA---Missing window/screen/BACK 2	$$	685
CE12--Missing window screen.	$	30
AE---No power to kitchen GFCI.	$	45
Building 68-2 missing screen	$$	6,985
Building 68-2 Total	**$**	**6,585**

Office

A---Mold on walls throughout room.	$	2,500
Office/Water shut off to unit		
A---Mold on walls throughout room.	$	2,500
Office Total/shut off to unit.	$	2,500
Office Total	**$**	**2,500**

GRAND TOTAL (All Items)	**$**	**17,205**

GRAND TOTAL (All Items) $ 17,205

EXHIBIT B

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY21

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO and UNIVERSITY OF NEW MEXICO (96900)

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:
12:00 AM 07/01/2020 to 11:59 PM 06/30/2021

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Mark Tyndall, Director, Risk Management Division, GSD

Date Issued: 7-1-2020

For questions please contact the Loss Prevention and Control Bureau at 505-827-2036 or GSD.LPCB@state.nm.us

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2020

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

Signature: Geralyn Cardenas
Geralyn Cardenas (Sep 1, 2020 14:22 MDT)

Email: gfcardenas@santafenm.gov

SFRC Amendment #2 12112020

Final Audit Report 2020-12-14

Created:	2020-12-11
By:	Sam Burnett (jsburnett@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2FKDF1T056OImntzGP2IZ_CXzPSGo9G_

"SFRC Amendment #2 12112020" History

Document created by Sam Burnett (jsburnett@ci.santa-fe.nm.us)
2020-12-11 - 8:44:57 PM GMT- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2020-12-11 - 8:46:07 PM GMT

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2020-12-11 - 8:46:07 PM GMT

Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2020-12-11 - 8:46:07 PM GMT

Document emailed to Alexis Lotero (aclotero@ci.santa-fe.nm.us) for signature
2020-12-11 - 8:46:07 PM GMT

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2020-12-11 - 8:47:21 PM GMT- IP address: 104.47.64.254

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2020-12-11 - 10:18:53 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2020-12-11 - 10:19:07 PM GMT - Time Source: server- IP address: 71.228.116.134

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2020-12-14 - 3:18:40 AM GMT- IP address: 104.47.64.254

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Signature Date: 2020-12-14 - 3:20:36 AM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2020-12-14 - 2:42:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)

Signature Date: 2020-12-14 - 2:42:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by Alexis Lotero (aclotero@ci.santa-fe.nm.us)

2020-12-14 - 4:05:19 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@ci.santa-fe.nm.us)

Signature Date: 2020-12-14 - 4:05:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2020-12-14 - 4:05:55 PM GMT

City of Santa Fe, New Mexico

memo

DATE: December 9, 2020
TO: City of Santa Fe Governing Body
FROM: Erin K. McSherry, City Attorney EM
RE: Amendment to #1 to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe in Case No. OSHA 19-44

ITEM & ISSUE
Request for the approval of Amendment #1 to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe, Providing a Six-Month Extension for Training in Case No. OSHA 19-44, to Allow Compliance with COVID-19 Restrictions.

BACKGROUND & SUMMARY
The Governing Body adopted the terms of the settlement agreement on March 11, 2020. After the required posting period, the Occupational Health and Safety Review Commission adopted the agreement, giving it the effective date of April 14, 2020. Between the time of the Governing Body's acceptance and the effective date, the COVID-19 pandemic arrived in New Mexico and related public health restrictions were put into place, including limitations on gatherings and recommendations for social distancing whenever possible.

One of the terms of the settlement allowed the City to offset $60,000 of its agreed upon fine with the payment for safety trainings that would not otherwise be required for employees. The settlement agreement requires those trainings to occur within the first six months of the effective date. Thus far, the City has provided two of the safety trainings that qualify towards the $60,000 amount. The number of attendees in those trainings was limited based on the Public Health Orders in place when the trainings were provided.

A number of trainings were not available and/or had limited availability during parts of the first six months of the pandemic. In addition, City management and staff have limited scheduling in-person trainings that are not required for employees' jobs, particularly indoors. The City is exploring online options for certain trainings and methods for providing in-person trainings that preserve social distancing. Depending on the course of the pandemic in the next few months, the City may need to work with NMED for an additional extension.

RECOMMENDATION
Approval of Amendment #1, to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe, Providing a Six Month Extension for Training in Case No. OSHA 19-44,

ATTACHMENTS
1. Executed Settlement in OSHA Case No. 19-44, Item #20-0167
2. "Notice of Finality" from OSHA, establishing effective date of April 15, 2020
3. Amendment #1 to the Settlement agreement in OSHA Case No. 19-44.

Signature:

Email: ekmcsherry@santafenm.gov

2020-12-09 Memo to GB re OSHA Amendment #1

Final Audit Report 2020-12-15

Created:	2020-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0nxkMF2OTLioTEnFk5Oa3zIfaFefL3H_

"2020-12-09 Memo to GB re OSHA Amendment #1" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-15 - 7:14:23 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
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Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-12-15 - 7:15:30 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-12-15 - 7:17:45 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-12-15 - 7:17:45 PM GMT

Item#_____

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

The First Amendment to Settlement Agreement ("Amendment") is made between the New Mexico Environment Department ("NMED") and the City of Santa Fe ("City") ("Parties") for the purposes of amending certain provisions of the Settlement Agreement, Case No. OSHA 19-44 ("Settlement Agreement") filed with the Occupational Health and Safety Commission ("Commission") on March 25, 2020. The Settlement Agreement became a Final Order on April 14, 2020.

1. The Settlement Agreement established the overall civil penalty assessed against the City and provided for corrective actions within certain timeframes.

2. Pursuant to paragraph 8(b)(i) of the Settlement Agreement, NMED agreed to offset the combined civil penalty of $60,000.00 for Citation 1, Items 1 and 2, subject to the City investing in safety improvements city-wide for the City workers within six months from the effective date of the Settlement Agreement. Thereafter, the City was required to remit any portion of the $60,000.00 not expended for safety improvements within seven months from the effective date of the Settlement Agreement and Final Order.

3. The City requested an extension for investing in the city-wide safety improvements and for paying any portion of the $60,000.00 not expended for safety improvements, as discussed in paragraph 8(b)(i) of the Settlement Agreement.

4. Pursuant to paragraph 11 of the Settlement Agreement, any modifications or amendments to the Settlement Agreement shall occur by express consent and written agreement of the Parties.

5. Pursuant to paragraph 11 of the Settlement Agreement, the Parties agree to extend the deadline for investing in the city-wide safety improvements from six months to one year from the effective date of the Settlement Agreement. The Parties also agree to extend the deadline for the City to remit any portion of the $60,000.00 not expended for safety improvements from seven months to 13 months from the effective date of the Settlement Agreement.

6. The Parties do not waive any other rights or obligations under the Settlement Agreement.

7. This Amendment does not affect or change any other terms or conditions of the Settlement Agreement.

8. The Parties represent that the signatories to this Amendment are authorized to bind them respectively.

9. This Amendment may be signed in multiple counterparts.

10. This Amendment shall become effective upon its review and approval by the Commission.

NEW MEXICO ENVIRONMENT DEPARTMENT	CITY OF SANTA FE
By:	By:
_____	_____
Robert Genoway, Bureau Chief Occupational Health and Safety Bureau P.O. Box 26110 Santa Fe, NM 87502	Alan Webber Mayor City of Santa Fe
Date: _____	Date: _____

Approved as to form:

_____

Mia Napolitano
Office of General Counsel
1190 S. St. Francis Drive
Santa Fe, NM 87502
Attorney for NMED

Date:

_____

Approved as to form:

_____

Erin K. McSherry
City Attorney for the City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
Attorney for Respondent

Date:
Dec 15, 2020

_____

Amendment 1 to OSHA Case 19-44 Settlement

Final Audit Report 2020-12-15

Created:	2020-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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"Amendment 1 to OSHA Case 19-44 Settlement" History

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Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-12-15 - 8:01:03 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-12-15 - 8:01:03 PM GMT

ITEM # 20-0167

STATE OF NEW MEXICO
BEFORE THE OCCUPATIONAL HEALTH AND SAFETY REVIEW COMMISSION

NEW MEXICO ENVIRONMENT DEPARTMENT,

Complainant,

v.

CITY OF SANTA FE,

Respondent.

RECEIVED
By Occupational Health and Safety Review Commission at 3:51 pm, Mar 18, 2020

Case No.: OSHA 19-44

SETTLEMENT AGREEMENT

Complainant, New Mexico Environment Department ("NMED"), Occupational Health and Safety Bureau ("Bureau"), and Respondent, City of Santa Fe, ("Respondent"), hereby agree to resolve the Citation and Notification of Penalty issued against Respondent on the following terms and conditions set forth in this Settlement Agreement ("Agreement"), subject to the provisions of 11.5.5.503 NMAC.

1. On April 2, 2019, the Operations Manager for the City of Santa Fe Convention and Visitor's Bureau notified the Bureau that a maintenance worker for the City of Santa Fe Community Convention Center ("SFCCC"), was hospitalized on April 1, 2019.

2. On April 5, 2019, the Bureau received notification that the SFCCC maintenance worker had died as a result of electrocution and initiated an investigation pursuant to the Occupational Health and Safety Act, NMSA 1978, Sections 50-9-1 to -25 (1972) ("the Act") on the same day. The investigation occurred at SFCCC, located at the following address: 201 West Marcy Street, Santa Fe, NM, 87501.

3. On September 26, 2019, the Bureau issued a Citation and Notification of Penalty ("Citation") to Respondent based upon inspection no. 1391330, which alleged certain violations of regulations promulgated under the Act, two of which were classified as repeat violations. The Citation also proposed a civil penalty totaling $183,375.00 for the alleged violations. A copy of the Citation is attached hereto as **Exhibit A**.

4. Respondent received the Citation on September 26, 2019.

5. On October 10, 2019, Respondent filed a Notice of Contest to the Citation with the State of New Mexico Occupational Health and Safety Review Commission ("Commission") challenging all citations, including but not limited to, Citation 1, Items 1-2 and Citation 2, Items 1-5, and all items and sub-items therein, as well as the proposed penalties issued as a result of inspection no. 1391330.

6. The parties have engaged in settlement discussions to resolve the Citation and proposed penalties without further legal proceedings and have agreed to the following:

a. Citation 1, Items 1-2, remain classified as repeat-serious violations.

b. Citation 2, Items 1-4, remain classified as serious violations.

c. Based on re-evaluation of the evidence and reconsideration of the statutory factors on which the violation was determined, NMED hereby vacates Citation 2, Item 5 along with the proposed penalty of $12,675.

7. Respondent shall perform the following corrective actions to abate Citation 1, Items 1 and 2 (repeat-serious) and Citation 2, Items 1-4 (serious):

a. Respondent shall adopt a written policy that prohibits SFCCC employees from performing any work on energized or exposed de-energized parts. The policy shall also include safety procedures for SFCCC employees who are performing any work close to a work area with energized or exposed de-energized parts to ensure affected employees will not be exposed to any electrical hazards (*see* 29 CFR 1910.331 through 1910.335). The written policy will require all electrical work at SFCCC to be performed by a journeyman and/or apprentice supervised by a journeyman licensed by the New Mexico Construction Industries Division in accordance with 14.6.6 NMAC or performed by a licensed third-party contractor. The written policy shall be adopted within thirty days from the effective date of this Agreement.

b. For a period of three years commencing April 10, 2020 and terminating April 10, 2023, Respondent shall provide the Bureau with an annual certification that SFCCC employees are prohibited from performing work described in sub-paragraph 7.a above; annual certification shall include signed acknowledgement by all affected SFCCC employees.

c. If at any point Respondent determines that SFCCC employees will be authorized to perform electrical work, then Respondent will revise its written policy, as described in sub-paragraph 7.a above, to include all applicable safety related work practices (*see* 29 CFR 1910.331 through 1910.335), which shall include site-specific policies and procedures. If Respondent authorizes employees at SFCCC to perform work under this sub-paragraph, Respondent shall provide written notification to the Bureau at least 10 days prior to the start of any work covered by the provisions of 29 CFR

1910.331 through 1910.335 at SFCCC. In the event Respondent is unable to provide such notification due to unforeseeable circumstances, Respondent shall provide notice as soon as practicable but in all cases prior to the commencement of covered work. Notification required by this sub-paragraph shall be provided to the Bureau via email at NMENV-OSHA@state.nm.us. If Respondent is unable to provide notification via email, Respondent shall provide notification via telephone at (505) 476-8700. Respondent acknowledges that notification of work required by this sub-paragraph may result in an inspection by the Bureau to determine compliance with the Act. These notification requirements will be valid for 3 years from the effective date of this Agreement.

8. The civil penalties for Citation 1, Items 1-2 and Citation 2, Items 1-4 shall be paid or be deemed paid as follows:

a. Respondent shall pay a combined civil penalty of $60,000.00 for Citation 1, Items 1 and 2, within thirty days from the effective date of this Agreement.

b. The remaining combined civil penalty of $60,000.00 for Citation 1, Items 1 and 2, shall be deemed paid upon completion of:

i. Respondent's investment in safety improvements city-wide for the City of Santa Fe workers, the direct cost of which shall be applied up to a maximum of $60,000.00 for improvements completed on or prior to six months from the effective date of this agreement. Safety improvements made pursuant to this sub-paragraph must exceed those required to comply with regulations. A copy of the city-wide safety improvements plan is attached hereto as **Exhibit B**. Payment of

any portion of the $60,000.00 not expended by the Respondent for safety improvements in accordance with Exhibit B shall be paid within seven months from the effective date of this agreement.

c. In accordance with NMSA 1978, Section 50-9-24(E) of the Act, which provides statutory relief from penalties for serious violations of the Act by public employers, the penalties for Citation 2, Items 1 through 4, shall be paid or deemed paid as follows:

i. If the corrective actions outlined in sub-paragraphs 7.a through 7.c are met, then the penalties for Citation 2, Items 1-4 will be deemed paid with no further action by the Bureau.

ii. If the corrective actions outlined in sub-paragraphs 7.a through 7.c are not met, then the penalties for Citation 2, Items 1-4 totaling $50,700.00, will become subject to the provisions of Paragraph 10 of this Agreement.

d. Payments made pursuant to this Agreement shall be by corporate check, certified check, or other guaranteed negotiable instrument, and shall be sent to the Bureau at the following address:

New Mexico Environment Department
Occupational Health and Safety Bureau
525 Camino de los Marquez, Suite 3
Santa Fe, New Mexico 87505

9. Respondent hereby withdraws its contests of the citations and consents to the entry of a Final Order by the Commission that incorporates the terms of this Agreement. The

failure to perform any measure within the specified timeframes required in this Agreement may be cited as a "failure to abate" under NMSA 1978, Section 50-9-17(C) of the Act and penalties may apply.

10. In the event that NMED concludes that Respondent has committed a material breach of this Agreement, NMED shall notify Respondent of this conclusion and provide for a 30 day cure period. If the material breach is not cured to the satisfaction of NMED within the 30 day cure period, Respondent may seek a determination from the Commission as to whether a material breach exists and was not adequately cured. If the Commission agrees with NMED, the original proposed penalty shall become due within 10 business days of the Commission's determination.

11. This Agreement shall not be modified except by express consent and written agreement of the parties. Any amendments, modifications, or agreements shall incorporate all other provisions of this original Agreement unless otherwise noted and agreed.

12. Nothing in this Agreement shall be construed so as to limit, in any way, NMED's authority to enforce the provisions of the Act, including NMED's authority to conduct any type of inspection authorized by the Act.

13. NMED reserves the right to take any administrative, judicial or civil action to enforce the Citation or Final Order issued under the authority of the Act, and any regulation or standard promulgated thereunder. In any such action, Respondent reserves the right to assert any defenses it may have. The district court for Santa Fe County shall have personal jurisdiction over disputes arising under this Agreement and Final Order, and Respondent waives any right to challenge such jurisdiction in any forum. The laws of New Mexico shall govern the

construction and interpretation of this Agreement and Final Order pursuant to NMSA 1978, Section 50-9-17(G) of the Act.

14. Neither this Agreement nor Respondent's consent to entry of a Final Order by the Commission pursuant to this Agreement constitutes any admission by Respondent of a violation of the Act or regulations or standards promulgated thereunder in any proceedings other than proceedings brought directly under the provisions of the Act. The parties acknowledge that the agreements, statements, stipulations, and actions herein are made solely for the purpose of settling this matter fairly, economically, and without litigation or further expense.

15. Neither this Agreement nor any order of the Commission entered pursuant to this Agreement is intended to be offered, used or admitted in evidence in any proceeding or litigation, except for matters brought by NMED. Respondent is entering into said Agreement without any prejudice to its rights to raise any defense or argument in any future or pending cases before the Commission. This does not preclude Respondent from arguing the admissibility or non-admissibility of the Citation or other investigation documents under applicable rules of evidence in any subsequent proceedings, other than in proceedings brought by NMED to enforce this Agreement.

16. This Agreement may be signed in multiple counterparts.

17. Pursuant to 11.5.5.503.D NMAC, Respondent shall post at one or more locations reasonably accessible to its affected employees a notice of the proposed settlement of this case with an attached copy of the Agreement signed by all approving parties and shall leave that notice posted for at least 20 days after the filing of the Agreement with the Commission.

18. Pursuant to 11.5.5.503.D(3)(a) NMAC, Respondent shall provide NMED with an affidavit of posting within 5 days of posting the notice required in paragraph 17, above.

19. NMED shall file the Agreement with the Commission as soon as practicable after NMED receives the executed Agreement.

20. If no timely objection to this Agreement is filed within twenty (20) days after its filing, then without further action, it shall become a Final Order of the Commission pursuant to 11.5.5.503.G NMAC.

21. The effective date of this agreement shall be the date the Commission issues the Final Order.

Respectfully submitted,

NEW MEXICO ENVIRONMENT DEPARTMENT
By:

_____

Robert Genoway, Bureau Chief
Occupational Health and Safety Bureau
P.O. Box 26110
Santa Fe, NM 87502

Date:

_____

CITY OF SANTA FE
By:

_____

Alan Webber
Mayor

Date: 3/12/2020

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK
Cerutg 3/11/20

Approved as to form:

Mia Napolitano
Office of General Counsel
1190 S. St. Francis Drive
Santa Fe, NM 87502
Attorney for NMED

Date:

Approved as to form:

Erin K. McSherry
City Attorney for the City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
Attorney for Respondent

Date: 3/12/20

State of New Mexico
Environment Department
Occupational Health and Safety Bureau
525 Camino de los Marquez, Suite 3,
P. O. Box 5469
Santa Fe NM 87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Citation and Notification of Penalty

To:
Santa Fe, City of

AND ITS SUCCESSORS
200 Lincoln Ave.
Santa Fe, NM 87504

Inspection Site:
Convention & Visitor's Center
201 West Marcy Street
Santa Fe, NM 87501

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019

Issuance Date: 09/26/2019

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day the inspection was made unless another date is specified within the description given below.

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970.The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty you mail a notice of contest to the Environment Department, Occupational Health and Safety Bureau at the address shown above. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

Posting-The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer. The penalty dollar amounts need not be posted and may be marked out or covered up prior to posting.

Informal Conference- An informal conference is not required. However, at the request of an employer, affected employee, or representative of employees, the Bureau Chief or the Bureau Chief's designee may hold an informal conference. At this conference any issues raised by an inspection, citation, proposed penalty, proposed petition for modification of abatement date or proposed petition for variance may be discussed. If you intend to request an informal conference, take care to schedule it early enough to allow time to contest after the informal conference discussion, should you decide to do so.

When the conference is requested by an employer, an affected employee or representative shall be afforded an opportunity to participate, at the discretion of the Bureau Chief or Bureau Chief's designee. When the conference is requested by an employee or representative of employees, the employer shall be afforded an opportunity to participate, at the discretion of the Bureau Chief or Bureau Chief's designee.

Exhibit A

The request for an informal conference and the informal conference meeting shall not extend or modify in any manner:

1) an abatement date established in the citation;
2) the deadline for an employer to file a notice of contest;
3) any other filing deadline related to the citation; or
4)any matter pending before the bureau.

Once an employer files a notice of contest, a petition for modification of the abatement date, a request for a commission hearing, a petition for variance, or other filing with the Occupational Health and Safety Review Commission or the Environment Department, the opportunity for an informal conference is no longer available.

Right to Contest- You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. Unless you inform the Bureau Chief in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency. It is recommended that the Notice of Contest be filed via "Certified Mail".

Penalty Payment- Penalties are due within 15 working days of receipt of this notification unless contested. Make your check or money order payable to the Environment Department, Occupational Health and Safety Bureau. Please indicate the Inspection Number on the remittance.

OSHA does not agree to any restrictions or conditions or endorsements put on any check or money order for less than the full amount due and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

Notification of Corrective Action - For violations which you do not contest, you should notify the Occupational Health and Safety Bureau (OHSB) that each cited violation has been abated. To certify abatement, you should complete the "Description of Corrective Action Taken" box which follows each citation and sign the statement on the last citation page. You are not required to certify abatement if the compliance officer observed that abatement has occurred during the on-site inspection. The citation may indicate that you should submit additional documentation such as photographs, purchase orders, copies of written programs, etc. Failure to return all completed forms and documents to the Program Manager no later than 10 days after the abatement date may result in additional penalties.

You are also required to inform your employees about abatement activities by posting a copy of each document submitted to OHSB or a summary of the document near the place where the violation occurred. Documents must remain posted for 3 working days after submission to OHSB.

Employer Discrimination Unlawful- The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the Environment Department, Occupational Health and Safety Bureau at the address shown above.

Notice to Employees - The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the Environment Department, Occupational Health and Safety Bureau at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 1 Item 1 Type of Violation: **Repeat-Serious**

11.5.2.9 NMAC
29 CFR 1910.332(b)(1): Practices addressed in this standard. Employees shall be trained in and familiar with the safety-related work practices required by 1910.331 through 1910.335 that pertain to their respective job assignments.

Employees performing maintenance and repairs were not trained in safety related work practices required to perform the change out of 277 VAC lighting fixtures in the utility areas to updated 277 VAC LED fixtures.

The City of Santa Fe was previously cited for a violation of this occupational safety and health standard or its equivalent standard, 11.5.2.9 NMAC, 29 CFR 1910.147(c)(7)(i) which was contained in OHSB inspection number 1361279, citation 1, item 2, affirmed as a final order on March 12, 2019, with respect to a workplace located at the City of Santa Fe's Buckman Road Water Well Booster Station #3.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **November 08, 2019**
Proposed Penalty: **$60,000.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 1 Item 2 Type of Violation: **Repeat-Serious**

11.5.2.9 NMAC
29 CFR 1910.333(b)(2)(ii)(A): Safe procedures for deenergizing circuits and equipment shall be determined before circuits or equipment are deenergized.

Employees were exposed to the hazard of being in contact with parts of fixed electric equipment or circuits which have been deenergized but which have not been locked out or tagged out in accordance with the requirements of paragraph 1910.333(b)(2)(i) and 1910.333(b)(2)(ii) nor is there compliance with paragraphs (c) through (f) of 1910.147 as well as procedures addressing the pertinent electrical safety hazards of Subpart S and procedures that incorporate the requirements of paragraphs (b)(2)(iii)(D) and (b)(2)(iv)(B) of Section B of Paragraph 1910.333.

The City of Santa Fe was previously cited for a violation of this occupational safety and health standard or its equivalent standard, 11.5.2.9 NMAC, 29 CFR 1910.147(c)(4)(ii)(B) which was contained in OHSB inspection number 1361279, citation 1, item 1, group a, affirmed as a final order on March 12, 2019, with respect to a workplace located at the City of Santa Fe's Buckman Road Water Well Booster Station #3.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **November 08, 2019**
Proposed Penalty: **$60,000.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 2 Item 1 Type of Violation: **Serious**

11.5.2.9 NMAC
29 CFR 1910.333(a)(1): "Deenergized parts." Live parts to which an employee may be exposed shall be deenergized before the employee works on or near them, unless the employer can demonstrate that deenergizing introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.

Employees were exposed to the hazard of working on energized lighting circuits while replacing light fixtures in the Santa Fe Convention Center.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **October 18, 2019**
Proposed Penalty: **$12,675.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 2 Item 2 Type of Violation: **Serious**

11.5.2.9 NMAC
29 CFR 1910.333(b)(2)(iii)(A): A lock and a tag shall be placed on each disconnecting means used to deenergize circuits and equipment on which work is to be performed, except as provided in paragraphs (b)(2)(iii)(C) and (b)(2)(iii)(E) of this section. The lock shall be attached so as to prevent persons from operating the disconnecting means unless they resort to undue force or the use of tools.

Employees were exposed to the hazard of energized electrical circuits with 277 VAC electrical service during light fixture change out. Neither a lock or tag were used to prevent reenergizing disconnect electrical service.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **October 18, 2019**
Proposed Penalty: **$12,675.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 2 Item 3 Type of Violation: **Serious**

11.5.2.9 NMAC
29 CFR 1910.333(b)(2)(iv)(B): A qualified person shall use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and shall verify that the circuit elements and equipment parts are deenergized. The test shall also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage backfeed even though specific parts of the circuit have been deenergized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment shall be checked for proper operation immediately after this test.

Verification of deenergized circuits using test equipment was not being conducted resulting in employee contact with energized circuit of 277 VAC.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **October 18, 2019**
Proposed Penalty: **$12,675.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 2 Item 4 Type of Violation: **Serious**

11.5.2.9 NMAC
29 CFR 1910.333(b)(2)(v): "Reenergizing equipment." These requirements shall be met, in the order given, before circuits or equipment are reenergized, even temporarily: 1910.333(b)(2)(v)(A) through1910.333(b)(2)(v)(D) to include 1910.333(b)(2)(v)(C)(1) and 1910.333(b)(2)(v)(C)(2).

Employees were exposed to the hazard of encountering energized circuits if the requirements for following re-energization in the order given are not being met.

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **October 18, 2019**
Proposed Penalty: **$12,675.00**

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Citation 2 Item 5 Type of Violation: **Serious**

11.5.2.9 NMAC
29 CFR 1910.335(a)(2)(i): When working near exposed energized conductors or circuit parts, each employee shall use insulated tools or handling equipment if the tools or handling equipment might make contact with such conductors or parts. If the insulating capability of insulated tools or handling equipment is subject to damage, the insulating material shall be protected.

Employees were not using insulated tools or handling equipment and are exposed to the possibility of electrical shock near exposed, energized conductors or components. .

PROOF OF ABATEMENT:

Date Corrected:
Describe Corrective Action:

Date By Which Violation Must be Abated: **October 18, 2019**
Proposed Penalty: **$12,675.00**

I attest that all corrective actions contained in this document are accurate and affected employees have been informed of the abatement.

Signature: _____ Date: _____

State of New Mexico
Environment Department
Occupational Health and Safety Bureau

525 Camino de los Marquez, Suite 3, P. O. Box 5469
Santa Fe NM 87505
87505
Phone: (505) 476-8700 Fax: (505) 476-8734

Inspection Number: 1391330
Inspection Date(s): 04/04/2019-04/09/2019
Issuance Date: 09/26/2019

Citation and Notification of Penalty

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center, 201 West Marcy Street Santa Fe, NM 87501

Gregory J. Marquez
Program Manager

State of New Mexico
Environment Department
Occupational Health and Safety Bureau
525 Camino de los Marquez, Suite 3,
P. O. Box 5469
Santa Fe NM 87505
Phone: (505) 476-8700 Fax: (505) 476-8734

INVOICE

Company Name: Santa Fe, City of
Inspection Site: Convention & Visitor's Center
201 West Marcy Street Santa Fe, NM 87501

Issuance Date: 09/26/2019

Summary of Penalties for Inspection Number: 1391330

Citation 1 Item 1, Repeat-Serious	$60,000.00
Citation 1 Item 2, Repeat-Serious	$60,000.00
Citation 2 Item 1, Serious	$12,675.00
Citation 2 Item 2, Serious	$12,675.00
Citation 2 Item 3, Serious	$12,675.00
Citation 2 Item 4, Serious	$12,675.00
Citation 2 Item 5, Serious	$12,675.00
TOTAL PROPOSED PENALTIES:	**$183,375.00**

Please remit payment promptly to this office for the total amount of the uncontested penalties summarized above. Make your check or money order payable to: Environment Department, Occupational Health and Safety Bureau. Please indicate OHSB's Inspection Number (indicated above) on the remittance.

OHSB does not agree to any restrictions or conditions or endorsements put on any check or money order for less than full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

9/26/19

Exhibit B: City-Wide Health and Safety Improvement Plan

Pursuant to Subparagraph 8.b.i of the Settlement Agreement ("Agreement") between the New Mexico Environment Department ("NMED") and the City of Santa Fe ("the City"), a portion of the penalty for Citation 1, Items 1 and 2, may be invested in safety improvements for employees of the City, the direct cost of which shall be applied up to a maximum of $60,000.00 for improvements completed within six months from the effective date of the Agreement.

Health and safety improvements made pursuant to the Agreement must exceed those required to achieve or maintain minimum compliance with regulatory requirements. Health and safety improvements permitted under this plan may include the following.

I. Health and Safety Program Review and Improvements

The City may retain an occupational health and safety consultant/auditor to perform programmatic review and recommend improvements to City health and safety programs subject to the following requirements. Documented costs for health and safety program review and improvements may reduce penalty payment by no more than $20,000.

1. *Consultant/Auditor's Qualifications and Responsibilities*. Respondent agrees to retain an expert or experts qualified by education, training and experience to consult in developing and revising Respondent's health and safety programs to reduce the risk of occupational injuries, illnesses, and fatalities. Hereinafter, the expert will be referred to as the "Consultant/Auditor." This assistance shall include audits of City facilities to determine compliance, and may include arc flash risk assessment(s), safety hazard analyses, air sampling, noise sampling, and any other sampling or testing, which in the independent judgment of the Consultant/Auditor are necessary to determine whether and to what extent employees may be exposed to health and safety hazards at the covered facilities.

2. *Selection Procedure*. Within thirty (30) days from the effective date of this Agreement, the City shall furnish a written response to NMED of the name and curriculum vitae of the person or persons whom the City proposes to retain for the position of the Consultant/Auditor. NMED will have fifteen (15) days to object to the City's proposed selection. If NMED objects, the City shall continue the search until it locates a person to whom NMED does not object. That person and/or his or her firm shall be retained by the City promptly following expiration of the fifteen (15) day period without objection. This process will not extend the submission dates set forth in the Agreement or this Plan.

3. *Arc Flash Risk Assessment*. If the City elects to evaluate arc flash hazards at a specific facility using an arc flash risk assessment, the City agrees to notify NMED in writing of its intent to do so. The City shall provide NMED with a detailed report of findings and conclusions of any such assessment, and will describe in detail the nature of any policy and/or electrical safety program changes it intends to make as a result of such analysis. Such changes will be limited to the facility or facilities where the assessment was conducted.

4. *Audits*. The Consultant/Auditor shall complete audit(s) within ninety (90) days of being retained by the City.

5. *Report of Findings and Recommendations*. For each audit, the Consultant/Auditor will prepare a report of the findings and recommendations and furnish the report to the City and NMED.

6. *Reports*. Copies of the reports prepared by the Consultant/Auditor shall be provided to NMED pursuant to the notice provisions herein at the same time that the report is provided to the City.

7. *Statement of Action*. The City shall review and evaluate each finding contained in the report from the Consultant/Auditor and prepare a statement of the action ("Statement of Action") that it intends to take on each recommendation within thirty (30) days after receiving the report from the Consultant/Auditor. If the City determines not to implement a recommendation, it shall state the reason and describe the actions it is taking or proposes to take to address the matter. Copies of the Statement of Action shall be provided to NMED within fifteen (15) days after its preparation.

8. *Implementation of Recommendations*. The City shall review and evaluate each finding and implement feasible recommendations as soon as practical but not later than thirty (30) days after the Statement of Action has been completed.

II. Health and Safety Training for City Employees

The City may provide occupational health and safety training to City employees subject to the following requirements. Documented training costs may reduce a portion of the penalty payment for Citation 1, Items 1 and 2 by no more than $60,000.00.

1. *Training Requirements*. The City agrees to engage third party trainer(s), qualified by education and experience, to train City employees on the identification and control of relevant health and safety hazards. The City agrees to train its employees within

six (6) months from the effective date of the executed Agreement. The City must provide NMED with documentation of payment for training for the training to be considered for penalty reduction.

2. *Training Augments the Act's Requirements*. None of the training courses described in this Plan are intended to change the City's obligation to comply with the Occupational Health and Safety Act, NMSA 1978, Sections 50-9-1 to -25 (1972) ("the Act") and regulations. The training which the City has agreed to provide as part of the Agreement and as described herein is not intended to replace any training requirements of the Act, but rather is intended to supplement and augment the training requirements of the Act.

3. *Permitted Training*. The following courses have been identified, in consultation with the City, the American Federation of State, County and Municipal Employees ("AFSCME"), the International Association of Fire Fighters (IAFF), and approved by NMED for inclusion in this Plan. The required trainings are in bold while the remaining trainings (non-bold) are optional.

   a. **OSHA 10-Hour Training, General Industry;**

   b. OSHA 30-Hour Training, General Industry;

   c. OSHA 10-Hour Training, Construction;

   d. OSHA 30-Hour Training, Construction;

   e. **OSHA Course 3095, Electrical Standards, or equivalent as approved by NMED for personnel not subject to the training requirements of 29 CFR 1910.332;**

   f. **Excavation and Trenching Safety;**

   g. Excavation and Trench Rescue Training for first responders;

   h. **OSHA Course 521, OSHA Guide to Industrial Hygiene or equivalent as approved by NMED;**

   i. Confined Space Training for personnel not subject to the training requirements of 29 CFR 1910.146;

   j. Control of Hazardous Energy (Lockout/Tagout) for affected employees not subject to the training requirements of 29 CFR 1910.147 or 1910.332;

   k. First Aid, CPR and AED Training for personnel not subject to the training requirements of 29 CFR 1910.151;

l. Bloodborne and Airborne Pathogens Training for personnel not subject to the training requirements of 29 CFR 1910.1030;

m. Fall Protection Training for personnel not subject to the training requirements of 29 CFR 1926.503;

n. Power Tool Safety;

o. Work Zone Safety for Local Government;

p. Defensive Driving.

III. Plan Amendment

The City may propose different Health and Safety Improvement Plan measures during the term of the Agreement in order to take advantage of technological advances and/or innovation in order to maximize operational efficiencies. If the City wishes to make such a change, it must first notify NMED, AFSCME, and IAFF in writing of the proposed change and the rationale supporting the change. NMED will respond in writing within fifteen (15) working days of receiving the proposal, indicating its acceptance or objection to the proposed change. If NMED expresses an objection, a meeting will be scheduled between the parties at the earliest possible date to discuss the proposed change and NMED's objections thereto.

IV. Plan Performance Monitoring

NMED will monitor progress and compliance with this Plan. During the six (6) month timeframe after the effective date of the executed Agreement, the City will report to NMED on the first Monday of the month on progress toward implementation of this Plan. The reports will include the following information:

1. Total number of employees trained;
2. The estimated completion date for each subsequent health and safety program review, improvement and training;
3. Total accumulated cost for improvements covered by this Plan.

18. Pursuant to 11.5.5.503.D(3)(a) NMAC, Respondent shall provide NMED with an affidavit of posting within 5 days of posting the notice required in paragraph 17, above.

19. NMED shall file the Agreement with the Commission as soon as practicable after NMED receives the executed Agreement.

20. If no timely objection to this Agreement is filed within twenty (20) days after its filing, then without further action, it shall become a Final Order of the Commission pursuant to 11.5.5.503.G NMAC.

21. The effective date of this agreement shall be the date the Commission issues the Final Order.

Respectfully submitted,

NEW MEXICO ENVIRONMENT DEPARTMENT
By:

Robert Genoway, Bureau Chief
Occupational Health and Safety Bureau
P.O. Box 26110
Santa Fe, NM 87502

Date: 3/18/2020

CITY OF SANTA FE
By:

Alan Webber
Mayor

Date: 3/12/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Cerity 3/11/20

Approved as to form:

Mia Napolitano
Office of General Counsel
1190 S. St. Francis Drive
Santa Fe, NM 87502
Attorney for NMED

Date: 3/18/20

Approved as to form:

Erin K. McSherry
City Attorney for the City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
Attorney for Respondent

Date: 3/12/20

RECEIVED Cody Barnes Digitally signed by Cody Barnes Date: 2020.04.15 09:12:49 -06'00'
By Occupational Health and Safety Review Commission at 9:12 am, Apr 15, 2020

STATE OF NEW MEXICO
BEFORE THE OCCUPATIONAL HEALTH AND SAFETY REVIEW COMMISSION

NEW MEXICO ENVIRONMENT DEPARTMENT,

Complainant,

v. **Case No.: OSHA 19-44**

CITY OF SANTA FE,

Respondent.

NOTICE OF FINALITY OF SETTLEMENT AGREEMENT

TO: Robert Genoway, Bureau Chief
NMED Occupational Health and Safety Bureau
P.O. Box 5469
Santa Fe, NM 87502
email: robert.genoway@state.nm.us

Erin K. McSherry
City Attorney for the City of Santa Fe
City Hall
200 Lincoln Avenue
Santa Fe, NM 87504
email: ekmcsherry@santafenm.gov

You are hereby notified that the Settlement Agreement filed on March 25, 2020, became a final order of the Occupational Health and Safety Review Commission in accordance with Paragraph (1) of Subsection G of 11.5.5.503 NMAC at the close of business on April 14, 2020, when no timely objections have been filed.

OCCUPATIONAL HEALTH AND SAFETY
REVIEW COMMISSION

BY: Cody Barnes Digitally signed by Cody Barnes Date: 2020.04.15 09:15:27 -06'00'

Cody Barnes
Hearing Clerk

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Finality of Settlement Agreement was served on each party advocate of record by interagency mail, email, or first-class mail on April 15, 2020.

BY: Cody Barnes Digitally signed by Cody Barnes Date: 2020.04.15 09:15:44 -06'00'

Cody Barnes, Hearing Clerk
New Mexico Environment Department
1190 St. Francis Drive, Room N-2150
Santa Fe, New Mexico 87502
(505) 827-2002 P
(505) 827-2836 F

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/14/2020

ISSUE NO. 8I

Consideration of Resolution No. 2020-__: A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources, and Emergency Management and Safety. (Councilors Cassutt-Sanchez, Rivera, Villarreal, and Lindell) (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6534)

Committee Review:
Public Works and Utilities Committee: 12/14/20
Governing Body: 12/16/20

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell. Approved to forward to 12/16/2020 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS: Approved with request to revise the FIR before 12/16/2020 Governing Body

STAFF FOLLOW UP:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

Councilor Chris Rivera Councilor Renee Villarreal

Councilor Signe I. Lindell Councilor Michael J. Garcia

A RESOLUTION

DIRECTING THE CITY MANAGER TO PROVIDE WRITTEN UPDATES AND PRESENTATIONS AT EVERY REGULAR GOVERNING BODY MEETING WITH INFORMATION REGARDING THE COVID-19 RESPONSE FROM THE POLICE DEPARTMENT, FIRE DEPARTMENT, HUMAN RESOURCES DEPARTMENT, AND OFFICE OF EMERGENCY MANAGEMENT AND SAFETY.

WHEREAS, Santa Fe and the State of New Mexico are experiencing a large surge in COVID-19 cases that is disrupting the daily lives of all Santa Feans, has left thousands jobless, and has put many people at risk of eviction; and

WHEREAS, up until the recent, nation-wide surge, Santa Fe was successful in keeping daily case numbers low and was hailed as a model in New Mexico; and

WHEREAS, the Governing Body and City administration prioritized and instituted safe practices early on when the threat of the pandemic became clear; and

WHEREAS, the economic fallout as a result of the pandemic is exacerbating existing income inequalities, with lower-income workers experiencing the brunt of layoffs; and

WHEREAS, many local and small businesses are struggling financially and are at risk of permanent closure; and

WHEREAS, the City's tax revenue, which is used to provide essential services to all residents, is also severely impacted as a result of declining economic activity; and

WHEREAS, on June 10, 2020, the Governing Body adopted Ordinance No. 2020-13 that required the use of a face covering by everyone within the boundaries of the City of Santa Fe, with certain exceptions, in an effort to stem the tide of infections; and

WHEREAS, the State also issued a mask mandate that requires all individuals to wear a facial covering in public settings, except when eating or drinking; and

WHEREAS, Governor Michelle Lujan-Grisham released a county-by-county tiered risk system in a revised public health order issued December 2, 2020, that enables local communities to reopen more of their economies as their respective risk of COVID-19 decreases; and

WHEREAS, the framework includes three tiers representing varying levels of risk; and

WHEREAS, Red signifies very high risk, Yellow signifies high risk, and Green signifies medium risk; and

WHEREAS, regardless of the tier level, certain restrictions will remain in place, including the requirement to wear a face mask in public and adherence to the State's COVID-Safe Practices; and

WHEREAS, the Police Department has recorded 202 calls requesting enforcement of City and State requirements that resulted in 13 citations; and

WHEREAS, the Police Department has labeled calls for COVID-19 enforcement as a Priority 3 call — a call in which there are no immediate threats to life or property — resulting in many situations involving COVID-19 enforcement being no longer active by the time an officer responds to the call; and

WHEREAS, the Fire Department has a dedicated ambulance that transports all known

COVID-19 patients, including those who arrive from other areas of New Mexico or from out-of-state, to a local hospital to be treated; and

WHEREAS, the Fire Department has seen an uptick in cardiac-related medical calls that may be a result of residents believing the hospital is an unsafe location due to the treatment of COVID-19 patients and delaying medical treatment to avoid possible exposure, thus exacerbating potentially life-threatening health issues; and

WHEREAS, the number of positive cases within City departments continues to rise and threatens the continuity of essential services and facilities; and

WHEREAS, City employees may be eligible for emergency paid sick leave in accordance with the Families First Coronavirus Response Act if they contract COVID-19 or are known to have been exposed to COVID-19; and

WHEREAS, the City provides personal protective equipment ("PPE") to all staff who have close contact with members of the public or other City employees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager is directed to work with City employees to enforce all City and State COVID-19 restrictions, whichever is more restrictive in a given situation.

BE IT FURTHER RESOLVED that the City Manager is directed to raise the priority level of calls related to COVID-19 enforcement to Level 2, defined as a moderate priority call that has the possibility of escalation and could create a threat to life or property.

BE IT FURTHER RESOLVED that the City Manager is directed to explore funding sources that can be used to purchase COVID-19 tests that would be used for employees, including remaining and future federal CARES Act funding the City received and could receive from the State, prioritizing those employees who have regular and direct contact with the public; and to explore the possibility of a contract with CHRISTUS St. Vincent Hospital to provide rapid turnaround for results of those tests.

BE IT FURTHER RESOLVED that the City Manager is directed to coordinate with local hospitals to develop and disseminate communications to the public regarding the safety of hospitals and urging residents to seek immediate medical attention for any urgent or emergency medical needs including any respiratory symptoms, heart-related ailments, and cancer screenings.

BE IT FURTHER RESOLVED that the City Manager is directed to provide updates to the Governing Body at every regularly scheduled Governing Body meeting as follows:

1. A written report with information compiled from the following departments:
    a. Police Department
        i. Number of calls related to COVID-19 enforcement, by police beat area;
        ii. Average response time to the calls;
        iii. Outcome of the response; and
        iv. Citations issued for violations of City or State COVID-related restrictions, by police beat area.
    b. Fire Department
        i. Number of calls related to COVID-19;
        ii. Number of transfers from the Santa Fe Regional Airport to area hospitals; and
        iii. The County or State of origin for each of the transfers.
    c. Human Resources
        i. Number of new positive cases among City employees since the previous report, categorized by City department;
        ii. Number of cumulative positive cases among City employees since March, categorized by City department;
        iii. Whether or not the City employees that test positive have been in City

facilities since during their period of infection, and if so, when they were in said facilities;

iv. City buildings that were closed as a result of any positive cases; and

v. Report on City-wide use of emergency sick leave related to COVID-19.

d. Emergency Management and Safety

i. Availability of PPE for City employees.

2. A brief presentation regarding the information provided by the Chief of Police and the Fire Chief, based on the written report provided to the Governing Body. The Chiefs may give the presentation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/COVID-19 Reporting

7. DISCUSSION/ACTION ITEMS

a. To Help Mitigate Potential COVID-19 Outbreaks within Their Resident Population, Request Approval of Lease Agreement Amendment #2 with the Santa Fe Recovery Center to Extend Their Footprint within King Hall Dormitory; Located at Midtown Santa Fe. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafem.gov, 955-5933)

b. Approval of the First Amendment to the Settlement Agreement between the New Mexico Environment Department ("NMED") and the City of Santa Fe, Providing a Six Month Extension for Training in Case No. OSHA 19-44, to Allow Compliance with COVID-19 Restrictions. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

c. CONSIDERATION OF RESOLUTION NO. 2020-____. (Councilor Cassutt-Sanchez, Councilor Rivera, Councilor Villarreal, and Councilor Lindell)
A Resolution Directing the City Manager to Provide Written Updates and Presentations at Every Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6534)

Name: Stefanie Beninato
Comment - 12/16/2020 09:03 AM: (For)
Information on COVID is good. I would like to include weekly updates on shelter at midtown which really functions as COVID shelter and from a non discussion item seems to be expanding under our noses without any community input. And BTW where did the midtown developer go? It has been months.
Stefanie Beninato

d. Adjustments to FY21 Cares Act Grant Budget to Maximize the Reimbursement Request from the NM Department of Finance and Administration and Adjustments to the FY21 Operating Budget to Allow the City the Flexibility to Continue Pandemic Response Projects Past December 30, 2020. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

1. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $2,138,728.24 for FY21 Cares Act Grant.
2. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount of $5,426,492 for FY21 Operating Budget.

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: Cares Act Grant - Budget Adjustment

DATE: 12/11/2020

The federal Cares Act funding was intended to provide assistance to address increased expenses, such as the expense of the government's response to the public health emergency. The City's goal is to maximize the amount of the $17.5 million grant that is reimbursed from the State.

In a recent meeting with the NM Department of Finance and Administration staff, they have suggested that the easiest way to get full reimbursement for CARES Act is to apply for public safety payroll expenses. This approach has a couple of advantages:

- First, the City will not run the risk of unreimbursed expenses.
- Second, it simplifies our financial reporting and auditing process.
- Third, it eliminates any ambiguity of what is and is not an eligible expense.

The City is requesting a budget adjustment to re-allocate $2,138,728.24 million in Cares Act funding to allowable public safety payroll expenses and reallocate $5,426,492 million in general fund to already approved Cares Act projects like Public Wifi, food and shelter for the homeless, mobile hygiene unit, youth jobs, COVID safe recreation, etc. (See attached table.) This action would give the City the ability to maximize the reimbursement request from the NM Department of Finance and Administration more quickly. In addition, this action would allow the City the flexibility to continue pandemic response projects past December 30, 2020.

Requested Approval:

Adjustments to Cares Act grant to maximize the reimbursement request from the NM Department of Finance and Administration and adjustments to the operating budget to allow the City the flexibility to continue pandemic response projects past December 30, 2020.

City of Sanata Fe - Cares Act Project List				
Project Category	**Department Name**	**Project Title/Purpose**	**Cares Act Grant Expenses**	**FY21 Operating Budget**
Business/Tourism Support	Community Development/ Arts & Culture	Public Service Announcments, Covid Safe Gallery Buildout for re-opening	$ -	$ 75,000
Business/Tourism Support	Community Development/ Tourism Santa Fe	Tourism Support	$ -	$ 150,000
Business/Tourism Support	Community Development/ Economic Development	Youth Jobs and Workforce Development	$ -	$ 150,000
Business/Tourism Support Total			**$ -**	**$ 375,000**
City Operations	Community Development/ Tourism Santa Fe	Air Purification for Convention Center, Tourism Operations	$ -	$ 177,000
City Operations	Public Works	COVID Safety at City Facilities	$ -	$ 662,000
City Operations	Community Health and Safety/ Recreation	Mobile COVID Safe Recreational Outdoor Activities	$ -	$ 445,000
City Operations	Public Works	Parks, Trails & Open-Space - Maintenance Support	$ -	$ 150,000
City Operations	Community Health and Safety/ Emergency Management	PPE and Supplies	$ -	$ 500,000
City Operations	Human Resources	Improved Online Training Capabilities in a Telework Environment	$ 20,000	$ -
City Operations	Finance	Administrative Management	$ 80,000	$ 189,958
City Operations	Human Resources	Emergency Paid Sick Leave and Paid Family Medical Leave Expansion Act	$ 150,000	
City Operations	ITT	E-Services Expansion, E-Government Expansion, Telecommuting Equipment		$ 700,000
City Operations	Various	FY21 Allowable Payroll Expenses		
City Operations Total			**$ 250,000**	**$ 2,823,958**
Community Direct Assistance	Community Health and Safety/ Community Services	Support for School Aged Children Engaged in Distance Learning/ Hybrid Learning	$ 1,144,466	
Community Direct Assistance	Community Health and Safety/ Community Services	Community Direct Assistance CONNECT Program Emergency Assistance (rental assistance, food assistance, utilitities, etc.),	$ 4,052,000	
Community Direct Assistance Total			**$ 5,196,466**	**$ -**
Community Health & Safety	Community Health and Safety/ Fire Department	Fire personnel response to COVID	$ -	$ 740,000
Community Health & Safety	Community Health and Safety/ Community Services	Library Support for Library Technology and Materials to support online learning	$ -	$ 250,000
Community Health & Safety	Community Health and Safety/ Community Services	Mobile Hygiene	$ -	$ 127,534
Community Health & Safety	Public Works	Security to Patrol Parks & Open Spaces	$ -	$ 100,000
Community Health & Safety	Economic Development/ ITT	Free public WIFI for COVID safe digitial programming		$ 270,000
Community Health & Safety Total			**$ -**	**$ 1,487,534**
Homeless/Health Support	Community Development/ Affordable Housing	Food/Shelter for Homeless	$ -	$ 400,000
Homeless/Health Support	Community Development/ Affordable Housing	Gap Financing for Purchase of Motel to Provide COVID-Safe Housing	$ 2,000,000	$ -
Homeless/Health Support Total			**$ 2,000,000**	**$ 400,000**
Other City Expenses	Various	March 1- December 30 - Allowable Payroll Expenses	$ 10,134,492	$ -
Other City Expenses Total			**$ 10,134,492**	**$ -**
Public Communications	Community Health and Safety/ Recreation	Communications for COVID Safe Recreational Activities	$ -	$ 25,000
Public Communications	Community Development/ Economic Development	NOVID – City/County Wide Contact Tracing App	$ -	$ 15,000
Public Communications	Community Development/ Land Use	Santa Fe Promise Campaign- Strategic Communications for COVID	$ -	$ 300,000
Public Communications Total			**$ -**	**$ 340,000**
Grand Total			**$ 17,580,958**	**$ 5,426,492**

Log # *{Finance use only}*:	BA001968 [pg. 1 / 3]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/11/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Arts & Culture / Grants & Services - Artist Microgrants	2132775	510400	CARES20ART-MICROGRANT		(75,000)
Community Services / Service Contracts - Mobile Hygiene Unit	2401001	510310	CARES20CAD-MHU		(20,000)
Community Services / Vehicles - Mobile Hygiene Unit	2401001	571000	CARES20CAD-MHU		(107,534)
Economic Development / Software Subscriptions - COVID Contact Tracing	2122800	530710	CARES20EDD-TRACING		(15,000)
Economic Development / Other Consulting - Youth/Workforce Development	2122800	510340	CARES20EDD-YOUTH		(208,000)
Fire / Operating Supplies - Ambulance Equipment/Supplies for COVID Response	2212001	530200	CARES20FIR-AMBULANCE		(150,000)
Fire / Safety Supplies - Ambulance Equipment/Supplies for COVID Response	2212001	530300	CARES20FIR-AMBULANCE		(50,000)
Fire / Registration - Ambulance Equipment/Supplies for COVID Response	2212001	560700	CARES20FIR-AMBULANCE		(50,000)
Fire / Inventory Exempt Equipment - Ambulance Equipment/Supplies for COVID Response	2212001	572400	CARES20FIR-AMBULANCE		(240,000)
ITT / Service Contracts - E-Services Improvements	3253950	510310	CARES20ITT-E SERVICES		(150,000)
ITT / Software Subscriptions - E-Gov Improvements	3653501	530710	CARES20ITT-E GOV		(250,000)
ITT / Data Processing Equipment (Non-Exempt) - Employee Telecommuting Improvements	3653501	570800	CARES20ITT-TELECOMMUT		(270,000)
ITT / Data Processing Equipment (Inventory Exempt) - Employee Telecommuting Improvements	3653501	572800	CARES20ITT-TELECOMMUT		(300,000)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Arts & Culture / NM DFA CARES Grant	2132775	490210	CARES20ART		75,000
Community Services / NM DFA CARES Grant	2401001	490210	CARES20CAD		127,534
Economic Development / NM DFA CARES Grant	2122800	490210	CARES20EDD		223,000
Fire / NM DFA CARES Grant	2212001	490210	CARES20FIR		490,000
ITT / NM DFA CARES Grant	3253950	490210	CARES20ITT		150,000
ITT / NM DFA CARES Grant	3650001	490210	CARES20ITT		820,000
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Reallocation of CARES20 Grant Funding from various projects for reimbursement of allowable Fire/Emergency Management personnel costs [BAR pg. 1 of 3]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins — 12/11/2020
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Paul Babcock
Paul Babcock (Dec 14, 2020 11:39 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-1

Alexis Lotero
Alexis Lotero (Dec 14, 2020 14:11 MST)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	BA001968 [pg. 2 / 3]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/11/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Emergency Management / Safety Supplies - Personal Protective Equipment & Supplies	2212850	530300	CARES20EMG-SAFETY		(500,000)
Finance / Other Consulting - CARES Grant Administrative Management	2401501	510340	CARES20FBA-ADMIN		(189,958)
GCCC / Other Consulting - COVID-Safe Outdoor Recreational Activities	5500261	510340	CARES20GCC-CVD REC		(55,000)
GCCC / Operating Supplies - COVID-Safe Outdoor Recreational Activities	5500261	530200	CARES20GCC-CVD REC		(210,000)
GCCC / Temporary Position Salaries - COVID-Safe Outdoor Recreational Activities	5500261	500750	CARES20GCC-SAL & BENE		(80,000)
GCCC / Other Consulting - COVID-Safe Outdoor Recreational Activities	5500261	510340	CARES20GCC-SAL & BENE	54,679	
GCCC / Operating Supplies - COVID-Safe Outdoor Recreational Activities	5500261	530200	CARES20GCC-SAL & BENE	70,000	
GCCC / Vehicles - COVID-Safe Outdoor Recreational Activities	5500261	570950	CARES20GCC-SAL & BENE		(149,779)
GCCC / Data Processing Equipment - COVID-Safe Outdoor Recreational Activities	5500261	572800	CARES20GCC-SAL & BENE		(74,900)
GCCC / Other Consulting - Communications for COVID-Safe Outdoor Recreational Activities	5500261	510340	CARES20GCC-CVD SPEC		(10,000)
GCCC / Operating Supplies - Communications for COVID-Safe Outdoor Recreational Activities	5500261	530200	CARES20GCC-CVD SPEC		(7,500)
GCCC / Advertising - Communications for COVID-Safe Outdoor Recreational Activities	5500261	561850	CARES20GCC-CVD SPEC		(5,000)
GCCC / Equipment Rental - Communications for COVID-Safe Outdoor Recreational Activities	5500261	562600	CARES20GCC-CVD SPEC		(2,500)
Affordable Housing / Other Consulting - Food & Shelter for Homeless Residents	2402750	510340	CARES20HSG-HOMELESS		(400,000)
Library / Data Processing Equipment -Technology/Materials to Support Online Learning	2510101	572800	CARES20LIB-LIB TECH		(250,000)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Emergency Management / NM DFA CARES Grant	2212850	490210	CARES20EMG		500,000
Finance / NM DFA CARES Grant	2401501	490210	CARES20FBA		189,958
GCCC / NM DFA CARES Grant	5500261	490210	CARES20GCC		470,000
Affordable Housing / NM DFA CARES Grant	2402750	490210	CARES20HSG		400,000
Library / NM DFA CARES Grant	2510101	490210	CARES20LIB		250,000
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 124,679	$ (124,679)

Reallocation of CARES20 Grant Funding from various projects for reimbursement of allowable Fire/Emergency Management personnel costs [BAR pg. 2 of 3]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Andy Hopkins — Prepared By *{print name}* — 12/11/2020 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-1

[see pg. 1 for signatures] — Budget Officer — Date

N/A — Division Director Signature *{optional}* — Date

N/A — Finance Director *{≤ $5,000}* — Date

[see pg. 1 for signatures] — Department Director Signature — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # {Finance use only}:	BA001968 [pg. 3 / 3]
Journal # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/11/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Facilities Management / Repair & Maintenance-Buildings & Structures - COVID-Safe Facilities Improvements	3650433	520100	CARES20FMD-BLDG IMPRO		(662,000)
Planning & Land Use / Other Consulting - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	510340	CARES20PLU-COMMUNICAT		(89,850)
Planning & Land Use / Office Supplies - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	530100	CARES20PLU-COMMUNICAT		(33,453)
Planning & Land Use / Operating Supplies - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	530200	CARES20PLU-COMMUNICAT		(17,500)
Planning & Land Use / Print & Publish - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	561800	CARES20PLU-COMMUNICAT		(13,757)
Planning & Land Use / Advertising - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	561850	CARES20PLU-COMMUNICAT		(45,440)
Parks / Service Contracts - Parks & Open Space Security Services	2544150	510310	CARES20PRA-ContrSvc		(100,000)
Parks / Service Contracts - Parks, Trails & Open Space Maintenance Support	2544150	510310	CARES20PRA-SAL & BENE		(150,000)
Tourism SF / Other Consulting - Convention Center Air Purification System	5206600	510340	CARES20TSF-AIR PURIFY		(62,000)
Tourism SF / Equipment & Machinery - Convention Center Internet Access Improvements	5206600	570500	CARES20TSF-INTERNET		(95,000)
Tourism SF / Other Consulting - Virtual Tourism	2130521	510340	CARES20TSF-VIRTUAL		(55,000)
Tourism SF / Other Consulting - Website Upgrades	2130521	510340	CARES20TSF-WEBSITE		(115,000)
Fire / Salaries - Staff Costs for COVID Response	2212001	500110	CARES20FIR-AMBULANCE	7,104,906	
Emergency Management / Salaries - Staff Costs for COVID Response	2212850	500110	CARES20EMG-SAFETY	168,314	
REVENUES				{enter as negative #}	{enter as positive #}
Facilities Management / NM DFA CARES Grant	3650001	490210	CARES20FMD		662,000
Planning & Land Use / NM DFA CARES Grant	2404501	490210	CARES20PLU		200,000
Parks / NM DFA CARES Grant	2544150	490210	CARES20PRA		250,000
Tourism SF / NM DFA CARES Grant	5206600	490210	CARES20TSF		157,000
Tourism SF / NM DFA CARES Grant	2130521	490210	CARES20TSF		170,000
Fire / NM DFA CARES Grant	2212001	490210	CARES20FIR	(7,104,906)	
Emergency Management / NM DFA CARES Grant	2212850	490210	CARES20EMG	(168,314)	
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ -	$ -

Reallocation of CARES20 Grant Funding from various projects for reimbursement of allowable Fire/Emergency Management personnel costs [BAR pg. 3 of 3]

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

Andy Hopkins — Prepared By {print name} — 12/11/2020 Date

N/A — Division Director Signature {optional} — Date

[see pg. 1 for signatures] — Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-1

[see pg. 1 for signatures] — Budget Officer — Date

N/A — Finance Director {≤ $5,000} — Date

N/A — City Manager {≤ $60,000} — Date

CC 121620-#7d1

Final Audit Report 2020-12-14

Created:	2020-12-14
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp8F4tNgz2x16ShEUhQhsr8wDP_veA2dG

"CC 121620-#7d1" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2020-12-14 - 6:32:48 PM GMT- IP address: 63.232.20.2

Document emailed to Paul Babcock (prbabcock@santafenm.gov) for signature
2020-12-14 - 6:34:14 PM GMT

Email viewed by Paul Babcock (prbabcock@santafenm.gov)
2020-12-14 - 6:38:46 PM GMT- IP address: 104.47.64.254

Document e-signed by Paul Babcock (prbabcock@santafenm.gov)
Signature Date: 2020-12-14 - 6:39:35 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-12-14 - 6:39:37 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-12-14 - 9:09:55 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-12-14 - 9:11:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2020-12-14 - 9:11:07 PM GMT

POWERED BY Adobe Sign

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: Cares Act Grant - Budget Adjustment

DATE: 12/11/2020

The federal Cares Act funding was intended to provide assistance to address increased expenses, such as the expense of the government's response to the public health emergency. The City's goal is to maximize the amount of the $17.5 million grant that is reimbursed from the State.

In a recent meeting with the NM Department of Finance and Administration staff, they have suggested that the easiest way to get full reimbursement for CARES Act is to apply for public safety payroll expenses. This approach has a couple of advantages:

- First, the City will not run the risk of unreimbursed expenses.
- Second, it simplifies our financial reporting and auditing process.
- Third, it eliminates any ambiguity of what is and is not an eligible expense.

The City is requesting a budget adjustment to re-allocate $2,138,728.24 million in Cares Act funding to allowable public safety payroll expenses and reallocate $5,426,492 million in general fund to already approved Cares Act projects like Public Wifi, food and shelter for the homeless, mobile hygiene unit, youth jobs, COVID safe recreation, etc. (See attached table.) This action would give the City the ability to maximize the reimbursement request from the NM Department of Finance and Administration more quickly. In addition, this action would allow the City the flexibility to continue pandemic response projects past December 30, 2020.

Requested Approval:

Adjustments to Cares Act grant to maximize the reimbursement request from the NM Department of Finance and Administration and adjustments to the operating budget to allow the City the flexibility to continue pandemic response projects past December 30, 2020.

City of Sanata Fe - Cares Act Project List				
Project Category	**Department Name**	**Project Title/Purpose**	**Cares Act Grant Expenses**	**FY21 Operating Budget**
Business/Tourism Support	Community Development/ Arts & Culture	Public Service Announcments, Covid Safe Gallery Buildout for re-opening	$ -	$ 75,000
Business/Tourism Support	Community Development/ Tourism Santa Fe	Tourism Support	$ -	$ 150,000
Business/Tourism Support	Community Development/ Economic Development	Youth Jobs and Workforce Development	$ -	$ 150,000
Business/Tourism Support Total			**$ -**	**$ 375,000**
City Operations	Community Development/ Tourism Santa Fe	Air Purification for Convention Center, Tourism Operations	$ -	$ 177,000
City Operations	Public Works	COVID Safety at City Facilities	$ -	$ 662,000
City Operations	Community Health and Safety/ Recreation	Mobile COVID Safe Recreational Outdoor Activities	$ -	$ 445,000
City Operations	Public Works	Parks, Trails & Open-Space - Maintenance Support	$ -	$ 150,000
City Operations	Community Health and Safety/ Emergency Management	PPE and Supplies	$ -	$ 500,000
City Operations	Human Resources	Improved Online Training Capabilities in a Telework Environment	$ 20,000	$ -
City Operations	Finance	Administrative Management	$ 80,000	$ 189,958
City Operations	Human Resources	Emergency Paid Sick Leave and Paid Family Medical Leave Expansion Act	$ 150,000	
City Operations	ITT	E-Services Expansion, E-Government Expansion, Telecommuting Equipment		$ 700,000
City Operations	Various	FY21 Allowable Payroll Expenses		
City Operations Total			**$ 250,000**	**$ 2,823,958**
Community Direct Assistance	Community Health and Safety/ Community Services	Support for School Aged Children Engaged in Distance Learning/ Hybrid Learning	$ 1,144,466	
Community Direct Assistance	Community Health and Safety/ Community Services	Community Direct Assistance CONNECT Program Emergency Assistance (rental assistance, food assistance, utilitities, etc.),	$ 4,052,000	
Community Direct Assistance Total			**$ 5,196,466**	**$ -**
Community Health & Safety	Community Health and Safety/ Fire Department	Fire personnel response to COVID	$ -	$ 740,000
Community Health & Safety	Community Health and Safety/ Community Services	Library Support for Library Technology and Materials to support online learning	$ -	$ 250,000
Community Health & Safety	Community Health and Safety/ Community Services	Mobile Hygiene	$ -	$ 127,534
Community Health & Safety	Public Works	Security to Patrol Parks & Open Spaces	$ -	$ 100,000
Community Health & Safety	Economic Development/ ITT	Free public WIFI for COVID safe digitial programming		$ 270,000
Community Health & Safety Total			**$ -**	**$ 1,487,534**
Homeless/Health Support	Community Development/ Affordable Housing	Food/Shelter for Homeless	$ -	$ 400,000
Homeless/Health Support	Community Development/ Affordable Housing	Gap Financing for Purchase of Motel to Provide COVID-Safe Housing	$ 2,000,000	$ -
Homeless/Health Support Total			**$ 2,000,000**	**$ 400,000**
Other City Expenses	Various	March 1- December 30 - Allowable Payroll Expenses	$ 10,134,492	$ -
Other City Expenses Total			**$ 10,134,492**	**$ -**
Public Communications	Community Health and Safety/ Recreation	Communications for COVID Safe Recreational Activities	$ -	$ 25,000
Public Communications	Community Development/ Economic Development	NOVID – City/County Wide Contact Tracing App	$ -	$ 15,000
Public Communications	Community Development/ Land Use	Santa Fe Promise Campaign- Strategic Communications for COVID	$ -	$ 300,000
Public Communications Total			**$ -**	**$ 340,000**
Grand Total			**$ 17,580,958**	**$ 5,426,492**

Log # *{Finance use only}*:	BA001969 [pg. 1 / 4]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/13/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Arts & Culture / Grants & Services - Artist Microgrants	2132775	510400		75,000	
Finance / Operating Transfer to Lodgers' Tax Fund	1001501	750213		75,000	
Community Services / Service Contracts - Mobile Hygiene Unit	2401001	510310		20,000	
Community Services / Vehicles - Mobile Hygiene Unit	2401001	571000		107,534	
Community Services / Operating Transfer to Community Development Fund	1001001	750240		127,534	
Economic Development / Software Subscriptions - COVID Contact Tracing	2122800	530710		15,000	
Economic Development / Other Consulting - Youth/Workforce Development	2122800	510340		150,000	
Economic Development / Operating Transfer to Economic Development Fund	1002800	750212		165,000	
Fire Adm / Operating Supplies - Ambulance Equipment/Supplies for COVID Response	2212001	530200		150,000	
Fire Adm / Safety Supplies - Ambulance Equipment/Supplies for COVID Response	2212001	530300		50,000	
Fire / Registration - Ambulance Equipment/Supplies for COVID Response	2212001	560700		50,000	
Fire Adm / Inventory Exempt Equipment - Ambulance Equipment/Supplies for COVID Response	2212001	572400		240,000	
Fire Adm / Operating Transfer to Emergency Services Fund	1002001	750221		490,000	
Fire Operations / Salaries	1000021	500110		250,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Arts & Culture / Operating Transfer from General Fund	2132775	650100		(75,000)	
Community Services / Operating Transfer from General Fund	2401001	650100		(127,534)	
Economic Development / Operating Transfer from General Fund	2122800	650100		(165,000)	
Fire / Operating Transfer from General Fund	2212001	650100		(490,000)	
				$ 1,107,534	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Transfer from General Fund from reserves freed up by CARES20 reimbursements to pay for COVID-related projects originally intended to be funded by CARES funding but for which the grant period will expire before the projects can be completed

[BAR pg. 1 of 4]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,107,534)
TOTAL:	**(1,107,534)**

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

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-2

Andy Hopkins	12/13/2020	Alexis Lotero (Dec 14, 2020 14:07 MST)	
Prepared By *{print name}*	Date	Budget Officer	Date
N/A		N/A	
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Paul Babcock (Dec 14, 2020 11:40 MST)		N/A	
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Log # *{Finance use only}*:	BA001969 [pg. 2 / 4]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/13/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
ITT / Service Contracts - E-Services Improvements	3253950	510310		150,000	
Finance / Operating Transfer to Special Projects CIP Fund	1001501	750325		150,000	
ITT / Software Subscriptions - E-Gov Improvements	3653501	530710		250,000	
ITT / Data Processing Equipment (Non-Exempt) - Employee Telecommuting Improvements	3653501	570800		270,000	
ITT / Data Processing Equipment (Inventory Exempt) - Employee Telecommuting Improvements	3653501	572800		300,000	
Finance / Operating Transfer to 1/2% GRT Income Fund	1001501	750365		820,000	
Emergency Management / Safety Supplies - Personal Protective Equipment & Supplies	2212850	530300		500,000	
Emergency Management / Operating Transfer to Emergency Services Fund	1002850	750221		500,000	
Finance / Other Consulting - CARES Grant Administrative Management	2401501	510340		189,958	
Finance / Operating Transfer to Community Development Fund	1001501	750240		189,958	
Affordable Housing / Other Consulting - Food & Shelter for Homeless Residents	2402750	510340		400,000	
Affordable Housing / Operating Transfer to Community Development Fund	1002750	750240		400,000	
Library / Data Processing Equipment -Technology/Materials to Support Online Learning	2510101	572800		250,000	
Library / Operating Transfer to Library (Special Revenue) Fund	1000101	750251		250,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
ITT / Operating Transfer from General Fund	3253950	650100		(150,000)	
ITT / Operating Transfer from General Fund	3650001	650100		(820,000)	
Emergency Management / Operating Transfer from General Fund	2212850	650100		(500,000)	
Finance / Operating Transfer from General Fund	2401501	650100		(189,958)	
Affordable Housing / Operating Transfer from General Fund	2402750	650100		(400,000)	
Library / Operating Transfer from General Fund	2510101	650100		(250,000)	
				$ 2,309,958	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Transfer from General Fund from reserves freed up by CARES20 reimbursements to pay for COVID-related projects originally intended to be funded by CARES funding but for which the grant period will expire before the projects can be completed

[BAR pg. 2 of 4]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(2,309,958)
TOTAL:	**(2,309,958)**

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

Andy Hopkins — Prepared By *{print name}* — 12/13/2020 Date

N/A — Division Director Signature *{optional}* — Date

[see pg. 1 for signatures] — Department Director Signature — Date

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-2

[see pg. 1 for signatures] — Budget Officer — Date

N/A — Finance Director *{≤ $5,000}* — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	BA001969 [pg. 3 / 4]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/13/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GCCC / Other Consulting - COVID-Safe Outdoor Recreational Activities	5500261	510340		55,000	
GCCC / Operating Supplies - COVID-Safe Outdoor Recreational Activities	5500261	530200		210,000	
GCCC / Temporary Position Salaries - COVID-Safe Outdoor Recreational Activities	5500261	500750		80,000	
GCCC / Data Processing Equipment - COVID-Safe Outdoor Recreational Activities	5500261	572800		100,000	
GCCC / Other Consulting - Communications for COVID-Safe Outdoor Recreational Activities	5500261	510340		10,000	
GCCC / Operating Supplies - Communications for COVID-Safe Outdoor Recreational Activities	5500261	530200		7,500	
GCCC / Advertising - Communications for COVID-Safe Outdoor Recreational Activities	5500261	561850		5,000	
GCCC / Equipment Rental - Communications for COVID-Safe Outdoor Recreational Activities	5500261	562600		2,500	
Recreation / Operating Transfer to GCCC Fund	1004200	750550		470,000	
Facilities Management / Repair & Maintenance-Buildings & Structures - COVID-Safe Facilities Improvements	3650433	520100		662,000	
Facilities Management / Operating Transfer to 1/2% GRT Income Fund	1000431	750365		662,000	
Planning & Land Use / Other Consulting - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	510340		189,850	
Planning & Land Use / Office Supplies - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	530100		33,453	
Planning & Land Use / Operating Supplies - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	530200		17,500	
Planning & Land Use / Print & Publish - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	561800		13,757	
Planning & Land Use / Advertising - Santa Fe Promise Campaign (COVID Strategic Communications)	2404501	561850		45,440	
Planning & Land Use / Operating Transfer to Community Development Fund	1004501	750240		300,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
GCCC / Operating Transfer from General Fund	5500261	650100		(470,000)	
Facilities Management / Operating Transfer from General Fund	3650001	650100		(662,000)	
Planning & Land Use / Operating Transfer from General Fund	2404501	650100		(300,000)	
				$ 1,432,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Transfer from General Fund from reserves freed up by CARES20 reimbursements to pay for COVID-related projects originally intended to be funded by CARES funding but for which the grant period will expire before the projects can be completed

[BAR pg. 3 of 4]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,432,000)
TOTAL:	**(1,432,000)**

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

Andy Hopkins — Prepared By *{print name}* — 12/13/2020 Date

N/A — Division Director Signature *{optional}* — Date

[see pg. 1 for signatures] — Department Director Signature — Date

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-2

[see pg. 1 for signatures] — Budget Officer — Date

N/A — Finance Director *{≤ $5,000}* — Date

N/A — City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	BA001969 [pg. 4 / 4]
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Various	12/13/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parks / Service Contracts - Parks & Open Space Security Services	2544150	510310		100,000	
Parks / Service Contracts - Parks, Trails & Open Space Maintenance Support	2544150	510310		150,000	
Parks / Operating Transfer to Public Facilities Fund	1004150	750254		250,000	
Tourism SF / Other Consulting - Convention Center Air Purification System	5206600	510340		62,000	
Tourism SF / Equipment & Machinery - Convention Center Internet Access Improvements	5206600	570500		95,000	
Finance / Operating Transfer to SF Convention Center Fund	1001501	750520		157,000	
Tourism SF / Other Consulting - Virtual Tourism	2130521	510340		55,000	
Tourism SF / Other Consulting - Website Upgrades	2130521	510340		115,000	
Finance / Operating Transfer to Lodgers' Tax Fund	1001501	750213		170,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Parks / Operating Transfer from General Fund	2544150	650100		(250,000)	
SF Convention Center / Operating Transfer from General Fund	5206600	650100		(157,000)	
Visit Santa Fe / Operating Transfer from General Fund	2130521	650100		(170,000)	
				$ 577,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Transfer from General Fund from reserves freed up by CARES20 reimbursements to pay for COVID-related projects originally intended to be funded by CARES funding but for which the grant period will expire before the projects can be completed

[BAR pg. 4 of 4]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(577,000)
TOTAL:	**(577,000)**

Andy Hopkins — 12/13/2020
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

[see pg. 1 for signatures]
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date: 12/16/20

Agenda Item #: 7-d-2

[see pg. 1 for signatures]
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

CC 121620-#7d2

Final Audit Report 2020-12-14

Created:	2020-12-14
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5DawnKAE4d7E1mzOSy5QWo4jE8KEIHC3

"CC 121620-#7d2" History

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2020-12-14 - 9:07:51 PM GMT

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/16/20
FOR CITY COUNCIL MEETING OF 12/09/20

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

Committee	**Review:**
Public Works and Utilities Committee:	10/26/2020
Quality of Life Committee:	11/4/2020
Public Works and Utilities Committee:	11/9/20
Special Finance Committee:	11/16/2020
Governing Body: 12/9/20	

FINANCE COMMITTEE ACTION:
Forward to GB 12/09/2020 without Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
With Direction of Jesse Guillen, Agreed upon changes to be added in Separate Amendment

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ROMERO-WIRTH			
COUNCILOR CASSUTT-SANCHEZ			
COUNCILOR LINDELL			
COUNCILOR VILLARREAL			
CHAIRPERSON ABEYTA			

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/09/2020

ISSUE NO. 8E

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

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Copper for discussion. Approved as amended to forward to 11/16/2020 Special Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 11/04/2020
FOR CITY COUNCIL MEETING OF 11/18/2020

ISSUE:

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

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

QUALITY OF LIFE COMMITTEE ACTION: The Committee voted to move the resolution forward with no recommendation on discussion. Councilors Villarreal and Cassutt-Sanchez removed this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:
Rivera, Garcia, Vigil Coppler's Amendment: Motion to move the amendment forward with no recommendation passed on the following vote:
For: unanimous

Mayor Alan Webber's Amendment: Motion to deny the amendment failed on the following vote:
For: Councilor Villarreal, Councilor Garcia
Against: Councilor Romero-Wirth, Councilor Cassutt-Sanchez, Councilor Rivera

The Committee took no action on Councilor Abeyta's two proposed amendments.

SEND TO:
Public Works and Utilities Committee; Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			X
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020
ISSUE NO. 9G Consideration of Resolution 2020-____. A Resolution Hosting Community Conversations and Establishing a Special City Committee On Cultures, Histories, Art, Reconciliation, And Truth. (Mayor Webber and Councilors Garcia, Villareal, Cassutt-Sanchez, Vigil Coppler, Romero-Wirth, and Lindell) (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846) **Committee Review:** Public Works and Utilities Committee: 10/26/2020 Quality of Life: 11/4/2020 Public Works and Utilities Committee: 11/9/20 Special Finance Committee: 11/16/2020 Special Governing Body Meeting: 11/18/20
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to Postpone till 11/09/2020 PWPU Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Michael J. Garcia	Councilor JoAnne Vigil Coppler
Councilor Renee Villarreal	Councilor Carol Romero-Wirth
Councilor Jamie Cassutt-Sanchez	Councilor Signe I. Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation; and

WHEREAS, the City's leadership recognizes the need for community engagement to encourage people to speak and to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the community, facilitated by a professional trained in cultural competency. The listening sessions will

be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, and common understanding;

B. Gather options and draft guidelines for existing statues, remembrances, and monuments;

C. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

D. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;

E. Identify opportunities for possible new monuments, remembrances, and works of public art;

~~F.~~ Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

G. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more humane and compassionate community with full participation by and from all;

H. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of the shared history;

I. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

J. Provide regular, monthly written updates to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

K. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* CHART Committee membership shall include twenty-one members. The members are not required to be residents of the City of Santa Fe. The members shall be nominated by Governing Body members, concerned community groups, and the public at-large. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall recommend a final

list of nominees to the Governing Body for approval no later than a month from the close of nominations. The Mayor shall appoint the chair or co-chairs; the full membership of the CHART Committee shall elect a vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico;
3. Two individuals with historical/cultural expertise and credentials, and/or higher education credentials, in New Mexico's history and culture;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with national museum or other professional historical interpretation experience;
7. Two former elected City of Santa Fe officials;
8. One representative of the State of New Mexico government involved in art, history, and culture;
9. One individual with a legal background with regard to the City's laws and policies;
10. One individual with mediator/dispute resolution training and experience; and
11. Three at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee.

B. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

C. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

D. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* in conducting its meetings when no other convention has been adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall appropriate the funds for the facilitation of the committee's work.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture, History, Art, Reconciliation and Truth Committee

Culture History Art Reconciliation and Truth Committee (For Review)

Final Audit Report 2020-10-21

Created:	2020-10-21
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb7l8ImzZeAsqJ7hSLL_bdYFzrHQ0lWsW

"Culture History Art Reconciliation and Truth Committee (For Review)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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2020-10-21 - 6:57:44 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-21 - 7:08:08 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-21 - 7:10:48 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-21 - 7:10:48 PM GMT

Adobe Sign

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

AMENDMENT A (RA 1) **AMENDMENT B (AW)**

AMENDMENT C (RA 2) **AMENDMENT D (CR/MG/JVC)**

AMENDMENT E (CR/MG/JVC 2) **AMENDMENT F (CR/MG/JVC 3)**

AMENDMENT G (MG) **AMENDMENT H (RV)**

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS AND ESTABLISHING A SPECIAL COMMITTEE ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a space for community engagement to encourage people to speak [~~and~~], to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall convene listening sessions, for all members of the

community, facilitated by a professional [~~trained~~] with mediator/dispute resolution training and experience in cultural competency. The listening sessions will be compiled into an oral history drawn from all sectors of the population of Santa Fe to aid the community in understanding differing viewpoints of cultures, histories, and art in this uniquely diverse City.

BE IT FURTHER RESOLVED that a special committee is hereby created.

Section 1. NAME: the committee shall be known as the Culture, History, Art, Reconciliation and Truth Committee or "CHART Committee".

Section 2. PURPOSE: the purpose of the CHART Committee is to understand the complete and complex history of Santa Fe and its connection to the region, the role of monuments and other remembrances, and the reasons a reckoning of shared history is important to the overall wellbeing of our community; and to use these understandings to inform and advise the community and Governing Body regarding these topics.

Section 3. DUTIES AND RESPONSIBILITIES:

A. Convene, compile, and review initial community listening sessions, facilitated by one or more professionals trained in cultural competency to inform the CHART Committee's discussions and recommendations of ways the City of Santa Fe and the greater Santa Fe community can join together for a culture of equality, equity, [~~and~~] common understanding, and healing;

B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;

C. Gather options and draft guidelines for existing statues, remembrances, and monuments;

D. Examine existing statues, remembrances, and monuments to develop a shared history and provide historical context;

E. [~~Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza;~~]

F. Identify opportunities for possible new monuments, remembrances, and works of public art;

G. Recommend an inclusive historical narrative that reflects the diverse experiences of the community;

H. Articulate ways in which the people of the City of Santa Fe, past and present, can find common ground about shared histories and, most importantly, look forward to a more [~~humane and~~] compassionate community with full participation by and from all with a better understanding about the cultural legacies of our community;

I. Steward the storytelling of the City's residents' histories that will be documented, stored, and available to future generations, and that will reflect the experiences and multiplicity of [~~the~~] our shared history and heritage;

J. Recognize that the work in healing our community will not be complete with the conclusion of the duties of the CHART Committee; therefore, the Committee is urged to identify and recommend ongoing opportunities for institutional and policy reforms, new celebrations, social practice and partnerships;

K. Provide [~~regular~~] at a minimum, monthly written updates and public presentations every other month to the Governing Body regarding the Committee's progress towards completion of its duties and responsibilities, including, but not limited to, the availability of histories the Committee compiles and the recommendations the Committee makes;

L. Provide a final written report, including a compilation of collected histories and the CHART Committee's interim recommendations and findings.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members who are representative of the ethnic and gender demographics of the City of Santa Fe and the surrounding Pueblo communities. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. CHART committee membership nominations will be reviewed and evaluated by the CMNRP using the criteria described in Section 4(B)(1)-(11). The review panel will use Section 4(B)(1)-(11) as their principal guidance available to them in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit a final list of CHART membership recommendations to the Mayor no later than three weeks from the close of CHART membership nominations.

B. *Membership.* CHART Committee membership shall include [~~twenty-one~~] nineteen seventeen members. [~~The~~] Interested members [~~are not required to~~] shall be residents of the City of Santa Fe, Santa Fe County, or northern New Mexico. [~~The~~] CHART Committee. [~~The members~~] Interested persons shall [~~be nominated by Governing Body members, concerned community groups, and the public at-large~~] submit letters of interest about why they would like to serve. [~~Nominations~~] Letters of interest shall be submitted to the City Clerk within [~~two~~] three weeks of the adoption of this Resolution. The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations. The Mayor, with input from the City Council, shall recommend a final list of nominees to the Governing Body for approval no later than a month from the close of [~~nominations~~]

acceptance of letters of interest. At least eight members of the committee shall be person nominated by members of the Governing Body. [~~The Mayor shall appoint the chair or co-chairs; t~~]The full membership of the CHART Committee shall elect a chair and vice-chair. The CHART Committee shall be comprised of the following members:

1. Three representatives from Hispanic cultural and civic groups that are active in New Mexico;
2. Three representatives from Native American/Pueblos/cultural groups that are present in New Mexico, two of which must be based in Santa Fe County;
3. Two individuals with historical/cultural expertise and credentials, [~~and/or~~] higher education credentials[~~,~~] in New Mexico's history and culture, and/or museum or other professional historical interpretation experiences;
4. Two individuals with spiritual/religious leadership roles in Santa Fe;
5. Two individuals from the Santa Fe Arts Commission or the Santa Fe arts and culture community;
6. One individual with [~~national~~] museum or other professional historical interpretation experience with an emphasis on New Mexico history;

   * **Councilor Villarreal's amendment strikes section 6 in its entirety**

7. [~~Two~~] one one former elected City of Santa Fe officials;
8. [~~One representative of the State of New Mexico government involved in art, history, and culture;~~]
9. [~~One individual with a legal background with regard to the City's laws and policies;~~]
10. [~~One individual with mediator/dispute resolution training and experience~~] A member of the Mayor's Youth Advisory Board or a nominee selected by the

Mayor's Youth Advisory Board;

* **Councilor Villarreal's amendment strikes sections 8, 9, and 10 in their entirety**

11. [~~Three~~] Two Four Four at-large members of the Santa Fe community, selected with a particular focus on adding to the diversity of the Committee; and

12. One individual to be nominated by the Santa Fe Board of Commissioners

C. *Terms.* Members shall serve until they complete their duties and responsibilities as set above.

D. *Compensation.* Members shall not receive compensation for their service on the Culture and Reconciliation Committee.

E. *Subcommittees.* The CHART Committee may establish subcommittees to address the duties and responsibilities as delineated in Section 3 above, such as community outreach listening and engagement; review of statues, remembrances, and monuments; development of and communication of inclusive narratives, and identification of institutional and policy reforms.

Section 5. VACANCIES: Vacancies on the CHART Committee shall be filled in the same manner as initial appointments.

Section 6. MEETINGS; DURATION: The CHART Committee is urged to complete its duties, in a phased approach, with all work to be completed by the end of December, 2022. The Committee shall conduct all meetings in accordance with adopted City policies and procedures, including the use of *Robert's Rules of Order* [~~in conducting its meetings when no other~~] unless another convention [~~has been~~] is adopted. The Committee shall set its own meetings, but shall meet not less than once per month.

Section 6. STAFF LIAISON: The City Manager shall direct staff resources to support the special committee.

Section 7. FACILITATION RESOURCES: The Governing Body shall

appropriate the funds for the facilitation of the committee's work. The appropriation shall include funding for a mediator with dispute resolution and restorative justice training and experience.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/Culture and Reconciliation Committee

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 22 ***strike*** "Three" and ***insert*** in lieu thereof "Two"

2. On page 4, line 24 ***insert*** the following new paragraph:
   "12. One individual to be nominated by the Santa Fe County Board of Commissioners."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(A)

Culture and Reconciliation Committee (Abeyta Amend)

Final Audit Report 2020-10-28

Created:	2020-10-27
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARf2g90NXqAn0ugKseqj2RSxQe25eYjXm

"Culture and Reconciliation Committee (Abeyta Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-27 - 9:38:10 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2020-10-27 - 9:40:16 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-28 - 0:36:25 AM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 0:37:04 AM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-28 - 0:37:04 AM GMT

POWERED BY Adobe Sign

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 25 after the period ***insert*** "The three chairs of the City Council Standing Committees and the Mayor shall review and evaluate the nominations."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

Culture and Reconciliation Committee (Webber Amend)

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZAi7rjFYCwAZeC9kAHJmqF0GI12Rxug6

"Culture and Reconciliation Committee (Webber Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-28 - 3:47:32 PM GMT- IP address: 75.161.147.182

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2020-10-28 - 3:48:30 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-10-28 - 3:53:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-10-28 - 3:53:45 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-10-28 - 3:53:45 PM GMT

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 4, line 2, after the period ***insert*** the following new sentence "At least eight members of the committee shall be persons nominated by members of the Governing Body."
2. On page 4, line 6, after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
3. On page 4, line 21, ***strike*** "One individual with mediator/dispute resolution training and experience" and ***insert*** in lieu thereof "A member of the Mayor's Youth Advisory Board or a nominee selected by the Mayor's Youth Advisory Board."
4. On page 5, line 17, after the period ***insert*** the following new sentence "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(C)

Culture and Reconciliation Committee (Abeyta Amend 2)

Final Audit Report 2020-11-02

Created:	2020-10-30
By:	Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuProRII5cWCUbCPKRV-POwlQYU_vTU23

"Culture and Reconciliation Committee (Abeyta Amend 2)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2020-10-30 - 9:14:08 PM GMT- IP address: 75.161.147.182

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2020-10-30 - 9:14:27 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2020-11-02 - 5:53:17 PM GMT- IP address: 174.62.11.171

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2020-11-02 - 6:19:03 PM GMT - Time Source: server- IP address: 174.62.11.171

Agreement completed.
2020-11-02 - 6:19:03 PM GMT

AMENDED

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 17, ***insert*** after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statute from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 25, ***strike*** "trained" and ***insert*** "with mediator/dispute resolution training and experience"
3. ~~[On page 2, line 19, ***insert*** the following new paragraph:~~
   ~~"B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
4. ~~On page 2, ***strike*** lines 22-23 in their entirety~~
   ~~*** Editor's Note: Renumber the succeeding sections accordingly.**~~
5. ~~On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and ***strike*** "written updates" and ***insert*** in lieu thereof "public presentations"]~~
6. On page 3, line 21, ***strike*** "twenty-one" and ***insert*** in lieu thereof "nineteen"
7. On page 4, line 14, ***strike*** "national" [~~and ***insert*** in lieu thereof "New Mexico"~~]
8. On page 4, line 15 after "experience" ***insert*** "with an emphasis on New Mexico history"
9. One page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One"
10. On page 4, ***strike*** lines 19-21 in their entirety
    *** Editor's Note: Renumber the succeeding sections accordingly.**
11. One page 4, line 22, ***strike*** "Three" and ***insert*** in lieu thereof "Four"

Respectfully submitted,

Chris Rivera, Councilor

Michael Garcia, Councilor

JoAnne Vigil Coppler, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

10255.4(D)

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

***** **<u>Underlined material</u> denotes added language**
[~~Bracketed~~] material denotes struck language

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 2, line 19, ***insert*** the following new paragraph:
   "B. Propose guidelines and make recommendations for monuments, remembrances, or works of art for the Santa Fe Plaza beginning with the Soldier's Monument (the Obelisk) within six months of the Committee's first meeting;"
2. On page 2, ***strike*** lines 22-23 in their entirety

* **Editor's Note: Renumber the succeeding sections accordingly.**

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 14, ***strike*** "regular" and ***insert*** in lieu thereof "at a minimum" and after "updates" ***insert*** "and public presentations every other month"

Respectfully submitted,

_____ _____
Chris Rivera, Councilor Michael Garcia, Councilor

_____
JoAnne Vigil Coppler, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 3, line 21 ***insert*** the following new paragraph:

   "A. *CHART Committee Membership Nomination Review Panel.* A Committee Membership Nomination Review Panel ("CMNRP") is established and shall consist of five members as follows: one member of Hispanic heritage, one member of Native American/Indigenous heritage, one white member, and two members at-large. Three of the members shall be female, two shall be male. The Governing Body, concerned community groups, and the public at-large shall nominate candidates for the CMNRP. Nominations shall be submitted to the City Clerk within two weeks of the adoption of this Resolution. The Mayor shall make appointments to the CMNRP no later than one week from the close of nominations. The CMNRP shall evaluate and review nominations to the CHART committee membership to make recommendations regarding the CHART membership, using the criteria described in Section 4(B)(1)-(11). The CMNRP will use Section 4(B)(1)-(11) as its principal guidance for making recommendations, available to its members in the same way that it is the principal guidance for committee applicants. The CMNRP shall submit its recommendations to the Mayor no later than three weeks from the close of CHART membership nominations."

   *** Editor's Note: Renumber the succeeding sections accordingly**
2. On page 3, line 22 ***strike*** the second occurrence of "The" and ***insert*** in lieu thereof "CHART Committee"
3. On page 3, line 25 ***strike*** "two" and ***insert*** in lieu thereof "three"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

10255.4(G)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2020-__:

1. On page 1, line 19 after "justice," ***insert*** "healing,"
2. On page 1, line 21 after "need" ***insert*** "to create a space"
3. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma
4. On page 1, line 22 after "heard" ***insert*** ", and to listen"
5. On page 2, line 8 after "Santa Fe" ***insert*** "and its connection to the region,"
6. On page 2, line 17 ***strike*** "and"
7. On page 2, line 17 after "understanding" ***insert*** ", and healing;"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding about the cultural legacies of our community"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"
11. On page 3, line 9 after "history" ***insert*** "and heritage;"
12. On page 3, line 21 ***strike*** "twenty-one" and ***insert*** in lieu thereof "seventeen"
13. On page 3, line 22 ***strike*** "The" and ***insert*** in lieu thereof "Interested"
14. On page 3, line 22 ***strike*** "are not required to" and ***insert*** in lieu thereof "shall"
15. On page 3, line 22 after "Santa Fe" ***insert*** ", Santa Fe County, or northern New Mexico"
16. On page 3, line 22 ***strike*** "The members" and ***insert*** in lieu thereof "Interested persons"
17. On page 3, lines 23 and 24 ***strike*** "be nominated by Governing Body members, concerned community groups, and the public at-large" and ***insert*** in lieu thereof "submit letters of interest about why they would like to serve"
18. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
19. On page 3, line 25 after "Mayor" i***nsert*** ", with input from the City Council"
20. On page 4, line 2 ***strike*** "nominations" and ***insert*** in lieu thereof "acceptance of letters of interest."
21. On page 4, line 2 ***strike*** "The Mayor shall appoint the chair or co-chairs;" and capitalize the first letter of the new sentence
22. On page 4, line 3, after "a" ***insert*** "chair and"
23. On page 4 line 9, ***strike*** "and/or"
24. On page 4, line 10 ***strike*** the comma
25. On page 4, line 10 after "culture" ***insert*** ", and/or museum or other professional historical interpretation experience"
26. On page 4, ***strike*** lines 14-15 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
27. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
28. On page 4, strike lines 17-21 in their entirety
*** Editor's Note: Renumber the succeeding paragraphs accordingly.**
26. On page 4, line 22, ***strike*** "Three" and insert in lieu thereof "Four"
27. On page 5, line 10, after "duties" ***insert*** ", in a phased approach, with all work to be completed"
28. On page 5, line 12, ***strike*** "in conducting its meetings, when no other" and ***insert*** in lieu thereof "unless another"

30. On page 5, line 12 ***strike*** "has been" and ***insert*** in lieu thereof "is"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2020-__
Culture and Reconciliation Committee

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2020-__:

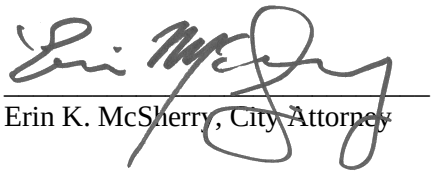
1. On page 1, after "Plaza" ***insert*** ", the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial"
2. On page 1, line 19 after "justice**"** ***insert*** ", healing"
3. On page 1, line 21 after "need" ***insert*** "to create a process"
4. On page 1, line 22 ***strike*** "and" and ***insert*** in lieu thereof a comma; after "heard" ***insert*** ", and to listen"
5. On page 1, line 25 ***strike*** "professional trained" and ***insert*** in lieu thereof "mediator with dispute resolution training and experience"
6. On page 2, line 8 after "Santa Fe" ***insert*** "and its connections to the surrounding regions of the state"
7. On page 2, line 17 ***strike*** "and"; after "understanding" ***insert*** ", and healing"
8. On page 3, line 5 ***strike*** "humane and"
9. On page 3, line 6 after "all" ***insert*** "with a better understanding of the complexity of our cultural legacies"
10. On page 3, line 9 ***strike*** "the" and ***insert*** in lieu thereof "our"; after "history" ***insert*** "and heritage"
11. On page 3, line 22 ***strike*** "The members are not required to be residents of the City of Santa Fe" and ***insert*** in lieu thereof "Interested members shall be residents of New Mexico"
12. On page 3, line 22 after the period ***strike*** the remainder of the line, ***strike*** all of line 23, and ***strike*** line 24 through "at-large."
13. On page 3, line 24 ***strike*** "Nominations" and ***insert*** in lieu thereof "Letters of interest"
14. On page 4, line 3 after "a" ***insert*** "chair and"
15. On page 4, line 6 after "Mexico" ***insert*** ", two of which must be based in Santa Fe County"
16. On page 4, line 9 ***strike*** "Two individuals" and ***insert*** in lieu thereof "One individual"
17. On page 4, line 16 ***strike*** "Two" and ***insert*** in lieu thereof "One" and make "officials" singular
18. On page 4, ***strike*** lines 17-21 in their entirety
19. ***Renumber*** succeeding subsections accordingly
20. On page 5, line 17 after the period ***insert*** "The appropriation shall include funding for a mediator with dispute resolution training and experience."

Respectfully submitted,

_____
Roman "Tiger" Abeyta, Councilor

10255.4(I)

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

SUBSTITUTE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Carol Romero-Wirth Councilor Roman "Tiger" Abeyta

Councilor Chris Rivera Councilor Signe Lindell

A RESOLUTION

HOSTING COMMUNITY CONVERSATIONS ON SANTA FE'S CULTURES, HISTORIES, ART, RECONCILIATION, AND TRUTH.

WHEREAS, the City of Santa Fe ("City") recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier's Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation; and

WHEREAS, the City's leadership recognizes the need to create a process for community engagement to encourage people to speak, to be heard, and to listen.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will establish a City project team to ensure sufficient organizational and logistics support for the community-centered process in order to achieve desired

outcomes and objectives.

BE IT FURTHER RESOLVED that the City project team will be led by the Community Engagement Department and the Arts and Culture Department.

BE IT FURTHER RESOLVED that the City will contract with a facilitation coordinator with experience in cultural competency and community-centered processes.

BE IT FURTHER RESOLVED that the City will facilitate the convening of community dialogue sessions by organizations and, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization.

BE IT FURTHER RESOLVED that the community dialogue sessions will be designed to promote broader cross-cultural understanding, racial equity, healing, and reconciliation and to inform decisions for statutes and monuments as well as short, medium, and long-term responses for community healing and reconciliation.

BE IT FURTHER RESOLVED that the community dialogue sessions will be held in multiple languages and primarily via online platforms, although some in-person sessions may be offered to ensure accessibility and inclusion of diverse groups, depending on the community's public health criteria status.

BE IT FURTHER RESOLVED that community dialogue session will consist of three sessions as follows:

Round One will focus on personal identity and stories;

Round Two will focus on shared dialogue and cross-dialogue about core values, building on Round One; and

Round Three will focus on generating solutions, recommendations, and responses.

BE IT FURTHER RESOLVED that two separate creative engagement activities, inspired in part by Paper Monuments (https://www.papermonuments.org/), shall be conducted to fuel creative engagement by artists as a powerful avenue to engage the community with questions

of this project and to allow the community to participate in healing and communal activities.

BE IT FURTHER RESOLVED that a Community Survey be conducted in multiple languages to broaden the number of voices participating in the community dialog and to provide an alternative for individuals who cannot or choose not to participate in community dialogue sessions.

BE IT FURTHER RESOLVED that individual, one-on-one interviews be conducted as an alternative for providing input by community members who cannot or choose not to participate in community dialogue sessions. The interviews will ask more in-depth questions than the survey and will require 15 - 30 minutes to complete.

BE IT FURTHER RESOLVED that a Community Solutions Table be established to include representatives who have participated in all three community dialogue sessions. The Community Solutions Table shall suggest solutions based on a combination of recommendations from session participants at the end of each community dialogue session.

BE IT FURTHER RESOLVED that membership on the Community Solutions Table will be determined after the community dialogue sessions have ended. Membership of the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in terms of age, gender identity, sexual orientation, race, and cultural background. The Community Solutions Table shall also include a balance of perspectives and opinions on the City's culture, histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.

BE IT FURTHER RESOLVED that the Community Solutions Table shall hold 2 - 3 facilitated sessions with a format of consensus building.

BE IT FURTHER RESOLVED that the Community Solutions Table shall review, discuss, and consider summarized notes and documentation from Round One and Two of the community dialogue sessions, community survey results, and solutions, recommendations, and

responses generated during Round Three of the community dialogue sessions.

BE IT FURTHER RESOLVED that the facilitation coordinator will design the community dialogue sessions, train facilitators for community dialogue sessions so they are aligned with desired outcomes outlined in this resolution, pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions, coordinate meeting schedules with the City project team, design meeting sessions for the Community Solutions Table, participate in weekly check-ins with the City project team regarding logistics and schedules, and organize weekly check-in sessions for facilitators.

BE IT FURTHER RESOLVED that the information generated from the processes in this resolution is a first effort and shall be compiled in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions.

BE IT FURTHER RESOLVED that members of the Governing Body shall be provided opportunity to participate in diversity and inclusion training either individually or in small groups.

BE IT FURTHER RESOLVED that this is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

BE IT FURTHER RESOLVED that the work outlined in this resolution be completed by December 30, 2021.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2020.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3287

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Hosting Community Conversations and Establishing the Culture, History, Art, Reconciliation, and Truth (CHART) Committee

Sponsor(s): Mayor Webber, Councilors Garcia, Vigil Coppler, Villarreal, Cassutt-Sanchez, Romero-Wirth, and Lindell.

Reviewing Department(s): Office of Community Engagement, City Attorney's Office, Arts and Culture Department

Staff Completing FIR: Kristine Mihelcic Date: 10/16/20 Phone: 505-955-6846

Reviewed by City Attorney: _____ Date: Oct 26, 2020

Reviewed by Finance Director: Mary McCoy Date: Oct 26, 2020

Summary:
The proposed Resolution calls for Community Conversations and creates a Special Committee on Cultures, History, Art, Reconciliation, and Truth to identify ways Santa Fe can join together in a shared understanding to enhance community commons.

Departments Affected:
Office of Community Engagement; Arts and Culture Department

Consequences of Not Enacting Legislation:
There is an urgent call to action to discuss our cultural histories and current viewpoints to seek solutions for a future of peace, justice, and reconciliation. City leadership recognizes the need for community engagement to encourage people to speak and be heard. By failing to create this committee as a way for people to be heard and to address our cultural histories, the City would invite more conflict and contention to take root, which could result in additional violence and destruction of property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
We are currently reviewing to determine the staffing needs, whether it be internal or a contract to manage.

Fiscal Implications:
Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects and the investment in our community, approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile an oral history report, including design, publication, and outreach.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2021	FYE 2022	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 150,000	$ 150,000	$ 0	Y	NR	TBD	
Operating	$	$	$				$
Total:	$ 150,000	$ 150,000	$				$ 300,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Some staff time will be required to staff the committee, but we are reviewing to determine if this can be considered absorbed costs and within the current purview of either the Office of Community Engagement or Arts and Culture Department.

Based on previous projects, the investment in our community of approximately $300,000 is required to have a culturally competent facilitator on contract to conduct community listening sessions and compile oral history report, including design and publication. This will ensure the project will truly reach most segments of the population in partnership with the neighborhoods. The listening sessions will be conducted virtually due to the pandemic and also in person with limited contact per the Public Health Order in place. The funding sources are still being reviewed and we are looking for potential funding sources internally and externally.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

No revenue.

Culture and Reconciliation Committee (FIR)(For Signature)

Final Audit Report 2020-10-26

Created:	2020-10-26
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvcAw4AIwftIy8r8DszRJYMtYTZqW58cC

"Culture and Reconciliation Committee (FIR)(For Signature)" History

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Agreement completed.
2020-10-26 - 4:57:09 PM GMT

Adobe Sign

8. **PUBLIC HEARINGS**

a CONSIDERATION OF RESOLUTION NO. 2020-____. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Cassutt-Sanchez, Councilor Vigil Coppler, Councilor Romero-Wirth, and Councilor Lindell)
A Resolution Hosting Community Conversations and Establishing a Special City Committee On Santa Fe's Cultures, Histories, Art, Reconciliation, and Truth. (Kristine Mihelcic, Constituent and Council Services Director, kmmihelcic@santafenm.gov, 955-6846)

Name: Bob Alei
Comment - 12/15/2020 03:14 PM: (For)
A few thoughts:
a) the committee needs to be made up of people who fully represent the diversity of Santa Fe – including youth, Indigenous, Spanish, Mexican, Anglo, LGBTQ, straight, longtime residents, new residents, etc.
b) the committee needs a professional facilitator well versed in bringing diverse views together.
c) one of it's main tasks should be to hold a series of ongoing, facilitated conversations among community members, publicized widely and designed explicitly to explore the full history of this place, it's people, and it's ecology – from before the time that Onate arrived through the present.

Name: Stefanie Beninato
Comment - 12/16/2020 09:03 AM: (No Vote)
16 Dec 2020

F I think it is dangerous and probably impossible for the Commission to "recommend an inclusive historical narrative" As a public historian, I am much more interested in having individual groups' narratives preserved and perhaps a discussion on common ground, intersections where divergence in histories occur, why and then maybe an attempt at reconciling them—not sure if that is condescending or even possible. I think it is better to gather and acknowledge the different perspectives.

H
Stewarding the story telling of city residents—isn't that a task already assigned to the city Historian? I know when I applied this past round, it was a project I has suggested for this office and I thought the person selected also mentioned it as a priority task—not sure about the latter.

I like the change to require Commission members to be from city or county—northern NM seems a little vast.

I would like a reference to the Open Meetings Act—no closed doors as with the discussion about the Entrada.

Is a committee to select Commission members politically insulated given mayor selects members? Will five people really be representative of ethnic and gender diversity including surrounding pueblo?

Also I could not open any of the attachments that were part of the file.

Stefanie Benianto, Ph.D.

Name: Ronald S. Trujillo
Comment - 12/16/2020 11:18 AM: (No Vote)
Mayor and Councilors

I write to you as General Presidente of Los Caballeros DeVargas and want to comment on the proposed substitute resolution creating the CHART Commission.

We the Caballeros DeVargas have been effected by the Mayors and Councilor Villareals decisions to meet with 3 Sisters and the Red Nations regarding monuments here in Santa Fe. As we all know our DeVargas Statue which we donated to the City of Santa Fe was removed in the secrecy of the night without any input from our organization or the general public. It was said that this decision was based on protecting the Statue of Don Diego DeVargas from Vandalism, but the decision to remove the statue, Obelisk and the Kit Carson Monument were made by the mayor after he met with 3 Sisters.

My concern with the substitute resolution is that yes you are now giving more people the chance to speak on this issue but my concern is that now that everyone will be able to speak on this issue will 3 Sisters and Red Nation organize their supporters and inure that they show up at these meetings to speak thus if 300 people show up to speak and 200 of them are from RN and 3S and are not from Santa Fe those of us who actually **HAVE SKIN IN THE GAME** will be heard but again outnumbered by those who were shipped in to speak from other Cities and States.

Therefore I am asking the Council to TABLE this RESOLUTION and send it back to the appropriate committees to be vetted as I and other citizens just received a copy of this resolution last night or woke up and saw it advertised in the Santa Fe New Mexican. I have been reading through it so that I can understand what's the new intent of the substitute resolution. City Government should not work in a way that a resolution is placed up for a vote without giving everyone a chance to speak and comment on it at committees.

Its like removing statues in the middle of the night without speaking to those who donated it to the city

ITS JUST NOT THE PROPER WAY TO DO BUSINESS

I actually like that you are giving more people the opportunity to speak instead of stacking this group with people who I believe would vote to abolish most of monuments in our city based on what they believe instead of actually knowing history and learning from it.

Thank you for your time and I hope that this resolution is tabled and sent back to committees.

YOU ALL KNOW ITS THE RIGHT THING TO DO!

Ronald S. Trujillo
General Presidente Caballeros DeVargas