City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
MARCH 10, 2021
4:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Governing Body meeting will be conducted virtually.

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

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

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

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

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

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AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

   Councilor Lindell

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

   Councilor Romero-Wirth

4. **INVOCATION**

   Councilor Abeyta

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – February 24, 2021

9. **PRESENTATIONS**

   a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Interim

Director of Community Health and Safety, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

b. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625 and Daniel Hernandez, Project Director at Proyecto LLC, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303)

Presentation Topic: Public Engagement

Michaele Pride, UNM Design Planning Assistance Center, Director

Alexandra Ladd, Office of Affordable Housing Director
INFORMATION ONLY

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION 2021-____. (Councilor Romero-Wirth, Councilor Jamie Cassutt-Sanchez, Councilor JoAnne Vigil Coppler, and Councilor Signe Lindell)
A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:
Quality of Life Committee: 03/3/21
Public Works and Utilities Committee: 03/8/21
Water Conservation Committee: 03/9/21
Governing Body: 03/10/21

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/21

Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21
Public Works and Utilities Committee: 03/08/21
Governing Body: 03/10/21

c. Request for Approval of Amendment #12 with Allied Security that Will Add $60,000 to the Existing Contingency and Allow for Greater Flexibility in Adjusting Service Locations, Times and Officer Levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

d. Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

COMMITTEE REVIEW:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

e. Request for the Approval of Amendment 1 to IT Agreement 19-0828 to Assign the Remaining After Sales and Warranty Portion of the Parking Access and Revenue Control System (PARCS) Agreement to a New Vendor, Associated Time Instruments, Inc. (ATI). ATI's Compensation Will Not Exceed the $114,920.06 Remaining Balance of the Original Agreement. (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 955-6611)

COMMITTEE REVIEW:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

f. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 955-5531, Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 955-3112 and Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 955-5102)

COMMITTEE REVIEW:
Finance Committee: 03/01/2021
Public Works and Utilities: 03/08/2021
Governing Body: 03/10/2021

g. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:
Finance Committee: 03/1/21
Quality of Life Committee: 03/3/21
Governing Body: 03/10/21

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of Cooperative Agreement with NMDOT for a Total Amount of $300,000. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

b. Request for Approval of BAR to Budget NMDOT Grant Funding of $256,320. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 03/08/2021

Governing Body: 03/10/2021

c. Request for Authority for the City Attorney's Office to Finalize Terms, and Mayor to Execute, a Cost Sharing Agreement with the County of Santa Fe and Las Campanas Water and Sewer Cooperative for the Lease-Purchase of Energy Efficiency Equipment and Improvements to be Performed Under the Energy Savings Performance Contract with Yearout Energy to Reduce the Energy Use of the Buckman Direct Diversion Project, Consistent with the Terms of the Parties' Joint Powers Agreement. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Governing Body: 02/24/2021
Governing Body: 03/10/2021

d. Request for Approval of an Agreement with the Buckman Direct Diversion ("BDD") Board Allowing for the Installation of Energy Efficiency Equipment and Improvements at the BDD Project and Providing for the Transfer of Such Equipment and Improvements to the BDD Board. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

COMMITTEE REVIEW:
Governing Body: 02/24/2021
Governing Body: 03/10/2021

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION
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 a Party, Including, but not Limited to, American Federation of State, County, and Municipal Employees, Council 18, AFL-CIO, Local 3999 v. City of Santa Fe, PELRB Case No. 106-20 and Buckman Direct Diversion Board v CDM Smith, et al., First Judicial District Court Case No. D-101-CV-2018-01610. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov,955-6502)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

EVENING SESSION - 6:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

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18. **APPOINTMENTS**

a. Independent Salary Commission
- Alba Blondis – At-Large – Term Ending 2/2025
- Bridget Dixon – Santa Fe Chamber of Commerce – Term Ending 2/2025
- Troy D. Fernandez – Neighborhood Association – Term Ending 2/2025
- Maria Gale – Community Organization – Term Ending 2/2025
- Paul Hultin – Attorney – Chairman – Reappointment Term Ending 2/2025
- Andrew M. Wallerstein – Chief Executive Officer – Term Ending 2/2025

- Emily Westermeier – Human Resources Industry – Term Ending 2/2025

19. **PUBLIC HEARINGS**

To Provide a Written or Live Comment or Please Follow the Instructions Below:

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a. CONSIDERATION OF BILL NO. 2021-5. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Cassutt-Sanchez, Councilor Abeyta and Councilor Villarreal)

An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-6729)

COMMITTEE REVIEW:

Quality of Life Committee: 02/3/21

Public Works and Utilities Committee: 02/8/21
Governing Body (request to publish): 02/10/21
Governing Body (public hearing): 03/10/21

b. City of Santa Fe Fiscal Year 2021 Annual Operating Budget Presentation and Fiscal Year 2022 Annual Operating Budget Public Hearing. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:
Governing Body (public hearing): 03/10/21

20. **ADJOURN**

21. **UPCOMING PUBLIC HEARINGS**

a. Special Governing Body Meeting – April 6, 2021 – Zia Station

b. Special Governing Body Meeting – April 8, 2021 – Zia Station

SUMMARY INDEX
Governing Body
February 24, 2021

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2. Pledge of Allegiance	Led by Councilor Abeyta	1
3. Salute to the State Flag	Led by Councilor Vigil Coppler	1
4. Invocation	Led by Councilor Villarreal	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as amended	2-3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
a) Special Meeting on December 1, 2020	Approved as presented	3
b) Special Meeting on January 21, 2021	Approved as presented	3
c) Regular Meeting on January 27, 2021	Approved as amended	4
d) Special Meeting on February 1, 2021	Approved as presented	4
e) Regular Meeting on February 10, 2021	Approved as amended	5
9. Presentations		
a) COVID-19 Presentation	Update presented	5-8
b) Midtown Presentation	Update presented	9-15
10. Consent Calendar	Listed	16-18
b) COVID Memorial Day	Approved as amended	18-20
k) Land Sale Preapproval	Referred to Public Works	20-30
11. Discussion/Action Items		
a) Second Qtr. Budget Amendment	Approved	31-32
b) Cost Sharing agreement	Postponed to March 10,2021	32
c) BDD Installation of Equipment	Approved	32-34
e) Tobin Williams Estate Settlement	Approved	34
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13. Matters from the City Attorney	Recommended Exec Session	60
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15. Communications from Governing Body	Communicated	61-64
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b) Global Management Performance	Approved as amended	38-56
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d) Lease & Escrow Agreements	Approved	57-60
20. Adjournment	Adjourned at 11:55 pm	65

Minutes of the
Regular Meeting of the Governing Body
Wednesday, February 24, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, February 24, 2021, at approximately 4:01 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Garcia.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The invocation was led by Councilor Cassutt-Sanchez
Reflected on gratitude she felt for the opportunity to come together and work for our City and to have a spirit of cooperation for working together as the Governing Body and intelligent work of our Staff and for involvement of the community in our work.

Mayor Webber remembered Milo “Mike” McGonagle, who played an important role in banking and other realms of our City. Passed away at 90 years of age. Councilor Garcia agreed, he will be missed.

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

1. ROLL CALL

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

Members Present Remotely
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta

Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Regina Wheeler, Public Works Director
Rich Brown, Economic and Community Development Director
Andrea Salazar, Assistant City Attorney
Marcos Martinez, Assistant City Attorney
Kyra Ochoa, Community Services Director
Andrew Padilla, Police Department Chief
Carl Boaz, Council Stenographer

2. APPROVAL OF AGENDA

Ms. McSherry, on cost sharing, recommended postponing Item 11 (b) to the March 10, 2021 meeting.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the agenda as amended, postponing Item 11 (b) to March 10, 2021.

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

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

Against: None.

3. APPROVAL OF CONSENT CALENDAR

Councilor Garcia asked to remove 10(b) for discussion.

Councilor Lindell asked to remove 10(k) for discussion.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the Consent Calendar as amended with items b) and k) removed for discussion.

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

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

Against: None.

8. APPROVAL OF MINUTES

a. Special Governing Body Meeting – December 1, 2020

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the minutes of the meeting on December 1, 2020 as presented.

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

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

Against: None.

b. Special Governing Body Meeting – January 21, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the Minutes of the January 21, 2021 meeting as presented.

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

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

Against: None.

c. Regular Governing Body Minutes – January 27, 2021

Councilor Villarreal noted this was postponed because of tech difficulties on her part. The changes she requested were: Councilor Villarreal on page 1, remembered Maria Rita Perea, taken by COVID, mother of her childhood friends. Also Richard "Dick" Duerr, died from COVID, and if he had lived, would have received his vaccine on his 91st birthday. He was survived by his wife and family. And she remembered Pete Gurule, who was shot and killed at his front door and was 40 years old.

She said there was another name that she did not know that Councilor Vigil Coppler had corrected, but a last name of Oscar was not accurate. And Councilor Lindell offered her condolences to Mike and Jenny Mier (not Meyer). And on page 16, she cosponsored Councilor Vigil Coppler's resolution (not Councilor Lindell's resolution).

Councilor Vigil Coppler requested substituting "Arevelo" for "Olevelo" on page 1.

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to approve the minutes of January 27, 2021 as amended.

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

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

Against: None.

d. Special Governing Body Meeting – February 1, 2021

Councilor Villarreal, on page 18 – Jay's last name is spelled Coglan. [NOTE: this correction was for the minutes of February 10, 2021.]

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of February 1, 2021 as presented.

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

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

Against: None.

e. Regular Governing Body Meeting – February 10, 2021

Councilor Villarreal apologized and said the previous correction she requested was actually for these minutes and not February 1, 2021. On page 18, Jay's last name should be spelled Coghlan.
.
Ms. McSherry said that was okay.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the minutes of the meeting on February 10, 2021 as amended, changing a name of page 18 to the correct spelling.

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

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

Against: None.

Mayor Webber alerted those in the waiting room that opportunity to speak will be in the evening session.

9. **PRESENTATIONS**

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Interim Director of Community Health and Safety, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

Ms. Bustos-Mihelcic read the caption aloud.

Director Ochoa was present.

Manager LaPan Hill wanted to acknowledge changes made publicly today. Santa Fe County will remain yellow and has an 8% positivity rate. This status is for the next two weeks.

A new color of turquoise was added, and several changes were made in the definitions of existing colors. We are reviewing all of that. And being on green is an opportunity to open the ice rink. We will continue to review that.

For the last two weeks hopefully we will open Fort Marcy. The numbers are down but there is still severity and we will be working closely with all employees on mask wearing while working, etc.

Director Ochoa reported seeing definite decreases in rates. Vaccine rates and her team were present. She noted that New Mexico is now at #2 for vaccination of least one dose, only behind Alaska. South Dakota is #3. We have used 93% of our vaccines. In the County, 18.3% are partially and 10.7 are fully vaccinated.

She is still having weekly meeting with Christus, La Familia, and PMS reporting. There are equity concerns. La Familia said people of color have lower life expectancy and are only getting vaccine at the same rates. She will have more details to share later. She thanked Chief Padilla for their reports. They are seeing greater compliance with our ordinance.

Councilor Cassutt-Sanchez appreciated utilizing this time for updates on different things to be thinking about. It was great to hear of our national ranking. She recalled the City previously reported a higher percentage of vaccinations. Two weeks ago it was 25% and now is 20%.

Director Ochoa said it was due to counting differently. We previous reported people from out of state and DOH has adjusted their counting mechanism.

Ms. McSherry explained the numbers had been those administered in the County vs. the home of the person vaccinated. DOH asked to have that changed. For instance, medical personnel might work here but not live here.

Director Ochoa said those in the state should be counted but not those who leave the State to get vaccinated.

Councilor Cassutt-Sanchez asked for any information on the date of the next vaccine shipment.

Director Ochoa didn't have information on that. Some were delayed from the extreme weather. They will know on Monday what will come later in the week.

Mayor Webber had numbers from the Conference of Mayors. The Biden COVID team is looking to ship 13.5 million doses weekly. That is a 17% increase in shipments. And they didn't have breakdown by state or locality. The Johnson& Johnson vaccine will probably not ramp up until the end of June with 100 million capability then. J&J is a one-dose vaccination medication. So the others must be divided by two and J&J doses would be 100 million people.

Councilor Cassutt-Sanchez thanked Director Ochoa for that update. She asked if the report does not include the Health and Safety Report.

Director Ochoa referred that to Chief Padilla.

Chief Padilla clarified that it is on their weekly reports and not part of this presentation. He commented that some of the citation could be in here, but that operation ends on February 28.

Councilor Cassutt-Sanchez commented, when looking at zip code distribution from an equity standpoint, that those in 85707 are hardest hit and we need to be there.

Councilor Vigil Coppler asked Chief Padilla on the report, page 1, #2, that the time the call is received and then dispatched seemed to be a long time. She wondered if she was reading it right.

Chief Padilla said she was and explained that information is from RECC.

Councilor Vigil Coppler understood this was approved to be 2-3 examples.

Chief Padilla explained there was no change in the levels.

Councilor Vigil Coppler said okay. It sounds like when the officer arrives, that everything is good – people have their masks on when the officer gets there, and the officer doesn't find any violation. Hopefully, people would learn from that. She understood the fine is significant. She asked Chief Padilla if catching people in the act is not possible.

Chief Padilla agreed. It is always the time factor and a delay in getting there. By that time, the person who was reported to be in violation is no longer there when the officer arrives. Or else the reporter was misinformed. There was a report accusing the Atrisco restaurant of dining inside, but they were all eating on the patio. So that could have gotten confused.

Councilor Vigil Coppler said it proves you all are pretty active.

Councilor Rivera reiterated the importance of getting vaccinations to the 87507 area. Some people have no vehicles and cannot get to the hospital in time. So the Southside Library would be much closer. The only question he had was about the stock we have available. Kyle has the information and he saw it winding down with 35,000 nitrile gloves size large. He didn't know what we will do with that unused stock.

Director Ochoa said Kyle and his team can speak to that.

Kyle said they are working with Staff on supplies. We are not ordering just for the sake of ordering.

Director Ochoa added that when the City gets to green, we might have to use for more of those as employees get on site.

Councilor Rivera asked what the difference is between A95 and K95s. One of them is going faster.

Kyle said it is just a different monitoring standard across the country and we are not able to provide those. The K-95 is great for Staff that are more active. And A 95 masks are more appropriate for general Staff. Regular N 95s are provided to Fire and Emergency Staff who are going into homes to help get people registered and for infections there. They are approved for medical Staff.

The 3M95 is just the brand. They are on the US standard and we use our supplies on a first in/first out basis. So none are on the shelf for long.

Councilor Rivera asked about the protocols for disposing them.

Kyle said there is no official process, but we are working through it and doing a hazard assessment. And the information will be distributed at that time.

Councilor Cassutt-Sanchez asked Manager LaPan Hill if she has a schedule on testing employees.

Manager LaPan Hill agreed. The policy is under review by Legal and then will be shared and moved forward. We hope it is still relevant for mid-March with more re-openings for all employees. We've been working with DOH on the logistic side and once reviewed, we are still looking at about another month and tied with the policy.

Councilor Cassutt-Sanchez was happy to hear about conversations with DOH.

Mayor Webber said they have made availability of sites a priority for the south side and will keep the logistics moving. It continues to be a case for availability of the vaccine. It isn't worked out yet. There continues to be not enough vaccine and DOH and other providers will be as efficient as possible. He suggested using the Ball Park for testing. The more that are negative, the better our path to green and if we maintain that, we will be a county to move to the new color just announced today. We are on the way but not yet out of the tunnel. Continue to wear masks, wash hands, use hand sanitizer.

b. Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report (Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov, 955-6625, Daniel Hernandez, Project Director at Proyecto LLC, and Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, 955-6303) **INFORMATION ONLY**

Ms. Bustos-Mihelcic read the caption for this presentation for Midtown information by Director Rich Brown.

Director Brown reported his team has a couple of presentations. We are still getting clear on our path forward and have more information to share today. For his presentation, (Sean Moody, Andrea Salazar, Daniel Hernandez, and Dena Belzer were present to provide information.

He referred to Resolutions 2017-78 and 2018-54 which provided direction regarding Midtown. Mr. Hernandez and Ms. Belzer will address the next steps.

Ms. Salazar highlighted the directives from Resolution 2017-78 and pointed out what is still on the table - #2 and #5. # 10 and #11 are the pieces still moving forward and we are examining different models. The Resolution 2018-54 gives direction, and the middle paragraph is underlined in the RFP for feasibility and community involvement. The last directive asked the City Manager to keep pursuing the underlying policy. What came out of the 2018 resolution was the final report that outlines Concept Stage, Planning Stage, and Implementation Stage. It memorialized the Concept Stage and now moving to the Planning Stage and follow with the Implementation Stage.

Director Brown said, in following through the resolutions, the FTEs are working on what the property needs. And then we will bring our recommendations with the RFEI process. We are looking at all proposals and keep going on our two-week updates to walk through the recommendations when they are done.

Mr. Hernandez went to Next Steps and said they wanted to continue building the knowledge base from community and Governing Body. He reviewed the three goals again. In particular, the financial goals and process to be used as we consider different strategies for Midtown that were approved by the Governing Body.

He wanted to build on Ms. Belzer's presentation last month on Land Use and Land Disposition. The more investment we make, the more we can ask for public policy in sustainable and equitable objectives. And the more we can partner with ability to negotiate goals and strategies. How we might

think. If we decided to sell tomorrow- we would have less to get from this property.

Incremental Development is based on the principle of building all. Phasing strategy is in which elements or parts are developed as real estate market development to allow flexibility that reacts to the changes.

Objectives mean that we can decide what is minimal and what is more developed. To be flexible for the City to respond at that level while providing realities of it. That is not piecemeal development but zoning strategies and opportunity for local developers to participate in the smaller increments. It was part of why we asked the developer to bring in a team for development. This notion of incremental strategy will help with that.

Horizontal Development usually has two types for a developer entering the site and preparing for vertical development, clearing the site, main utility lines and where primary roads connect to the site. Initial investments are called horizontal investments and allow more vertical development to follow. The owner considers where to do horizontal investment. How much to I want to get ready to put it on the market that increases its value? We can think of doing it on our own or with a Master Developer.

The City may take on the infrastructure of primary work and leave secondary and tertiary up to the developer. What we can do to the site and what kind of development we want to do.

At Midtown, those were all identified at a charette and the Steering Team created teams for overcoming the challenges.

Horizontal development also considers long-term financing. There were seven teams originally and then consolidated because they are so interlocked with each other. And infrastructure can be integrated in increments, as well.

For Public Engagement, we will present on March 10. The team has finished their work and one draft was presented to the Quality-of-Life Committee last week. The other thing is to work with the Office of Economic Development. Each month we will come back to the Governing Body, with the work updates and topic presentations.

The Evaluation Committee will report on March 31.

Strategic Tactics Team will deal with rezoning and Land Use Zoning, once the RFEI direction is set. It will be for mixed use and infrastructure and thinking about it incrementally but not piecemeal. He identified some of the connections that we heard before were problems and make sure

connectivity is clear. We only had anecdotal information on those utility lines. And that will adjust the risk. We want stormwater to be the driver to help identify land use patterns.

Existing Buildings is about being categorized. Substandard buildings will be identified and demolished; Temporary use will continue with preparation for demolition; rehabilitation and reuse of buildings will be identified and assess investment needed and code requirement for building reuse.

Public Finance is working with Finance on various financing structures and identifying incentives applicable to Midtown. The City has inclusionary zoning as a requirement and others to consider.

Mr. Hernandez showed a calendar on reports and presentations. He said the next report will be on RFEI on March 31. Director Isaacson will present on April 14, and the Incremental Development Report will be presented on April 28. May 12 will include existing buildings and public financing and public engagement. The schedule stops at July 28.

They will also update the website and the reports will be uploaded for public access.

Mayor Webber thanked Mr. Hernandez for the calendar.

Councilor Garcia thanked Director Brown and Ms. Salazar for the updates. He had questions for clarification on the timeline. It is extensive through July 28 with reports and presentations, but he wondered when the Governing Body will get to decide. It feels like we are kicking the can down the road. It is very deep concern to be getting these reports and spending hundreds of thousands into July with no decision. He asked if the presenters could clarify when the Governing Body will be presented the opportunity to decide. That is what he was hearing from public constituents.

Director Brown said he expected to have recommendations on March 4 for moving forward. And want the guideline ready around that decision. We will have scores evaluated on the March 31 to identify for the Governing Body. These reports are to inform the public that we are not waiting around. On March 10, we could go into executive session to answer more issues. That is what he will be striving for.

Councilor Garcia saw we have three roads in front of us – sell as is, do some investment and sell, or do all improvements ourselves.

Director Brown agreed. As we look at those options, we might have to amend the choices or get rid of all of them and then provide incremental development. So there are nuances on the path to take.

Councilor Garcia said, “Great.” He assumed that on the March 31, the now five groups looking at the property and determining what it will cost us to rehabilitate and what it will cost for horizontal development. We want to make sure we have the information to decide at the 31st.

Director Brown said he may have some pieces of it but trying to get them all. He could not guarantee to have all those costs identified by then.

Councilor Garcia understood the goal is to have as much as possible.

He asked Mr. Hernandez’s options to be shared again.

Mr. Hernandez briefly repeated the options.

Councilor Garcia said he was interested in the path we take. For instance, horizontal development – he would be interested in how we are going to rezone the property and start with housing where it would go on the property so we can put people in homes. The sooner we can get that going, the better. It is an opportunity.

Mr. Hernandez said we can move forward without thinking about a 64-acre development.

Director Brown said it focuses on the cost of the resolution to make sure he had clarified. He asked Ms. Salazar if he had clarified it.

Ms. Salazar said the resolution says we will take the information we have and move forward. The City is invested in moving forward with development – not selling all or part of it but to work over the long term. If you change and go outside for those next steps, a new resolution would be needed. And Mr. Brown would know how to develop the land from concept to implementation. Hopefully, that makes more sense.

Councilor Garcia agreed. Thanks for the presentation. Lots of folks are interested in this process and allowing them to ask questions.

Councilor Vigil Coppler thanked them for the presentation. She felt a bit of a loss. The power point is really good and helps a lot. But in looking at the things in the packet, she assumed that is what the public is seeing. Some acronyms are not defined but it is important to present it so the public can understand what it says. She understood the horizontal and incremental terms. She wanted to go back to the decision tree you gave Council. What are we doing with the previous runner-up? Is there any communication on that?

Director Brown had no contact with them, but we have a full packet for the RFEI.

Councilor Vigil Coppler remembered 22 applicants.

Director Brown said he is not sharing previous decisions but debate and come up with next steps. He and Manager LaPan Hill will bring that to Council next month We are working to get those proposals but need to make sure the Governing Body is part of that process.

Councilor Vigil Coppler was hearing that there is more information here than what is going to those three points. She thought it is slowing down the process. As Councilor Garcia said, we can talk about it forever.

She asked to be reminded who is on the strategic task team and to know if we lost any member.

Mr. Hernandez said they have not lost anyone. She would share the list on her screen.

Councilor Vigil Coppler said she heard Ms. Salazar say RFEI and RFP are the same thing, but she didn't see them as the same.

Ms. Salazar explained that the process we used is an RFP type process. We requested expressions of Interest but were using the process as an RFP.

Councilor Vigil Coppler said RFEI has a different process. And the Governing Body should decide which process we want to use. MRA means Metropolitan Redevelopment Act. She asked if Ms. Salazar was going to expand on that.

Mr. Hernandez said they have it on the calendar and all tools available will be discussed then.

Councilor Vigil Coppler asked what DPAC means. That was not explained anywhere.

Mr. Hernandez said it stands for Design Planning Assistance.

Councilor Vigil Coppler asked who is on the Strategic Team. A presentation was made to the EDAC and they had many questions on it and the Resolution that created them. One thing they mentioned in the meeting was that it seemed only the inner-circle people were on the team. They wanted more transparency in the process and perhaps some outside talent sitting

in with the review board. She said it would be very helpful to get those reports before the meeting.

Mr. Hernandez said they would try to provide them prior to the meeting.

Director Brown explained they were building them an hour before the meeting and then make them available after the meeting so only about a few minutes ahead.

Councilor Vigil Coppler thought even 30 minutes before would help. She would have had fewer questions that way.

Mayor Webber pointed out that it was now 5:40 and much of this has been covered already. He asked for no repetitions and not keep folks waiting.

Councilor Lindell noted that between now and the end of July, the city will have spent $1,350,000. We are talking about offsite improvements that reduce risks for the developer. That should be made clear if the City wants to take on the risk.

Secondly, she didn't know why we are not contacting others who had responded to the RFEI. Some of them may not be interested, but with all that work done. They have spent hundreds of thousands on their part. So it is worth contacting them. Some may not be interested any longer, but others could be.

Councilor Cassutt-Sanchez, regarding diligence in engagement, was curious why we are not moving toward rezoning. We know rezoning is needed to move forward.

Mr. Hernandez said they are gearing up to do that. The question is how we move forward with the RFEI. In the recommendation for a Master Developer, the RFEI asked for the Master Developer to propose on the scope of work. If we get rid of any Master Developer, we will take on much of that ourselves. So how we do the Master Developer will show us how we can move forward. How we move this forward and be ready immediately after to move it forward. We don't' want to get ahead of ourselves to get to those first phases.

Councilor Cassutt-Sanchez thanked him.

Mr. Hernandez said the Public Engagement consideration is March 10.

Councilor Cassutt-Sanchez understood. That is crucial in moving forward. That will require a decision by the Governing Body. It is a tough balance and

worth thinking about for Public Engagement and Land Use presentations that are needed as we develop that schedule.

Mr. Hernandez said it is not as though they will wait. We got a lot of information at the charette in December. You will see the progress. But we don't want to get ahead of the public on it.

Councilor Cassutt-Sanchez said she knew the Staff is hard at work.

There were no further questions or comments.

10. **CONSENT CALENDAR LISTING**

a. Request for Approval of the Use of the 2018 NMGRT Reallocation of $322,190 Capital Funds from the GCCC Mezzanine Project within Public Works for the Purchase of a Replacement Street Sweeper for the Streets Division. (Thomas Martinez, Interim Transit Director Streets Division, tamartinez@santafenm.gov, 955-2402)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

b. This item was removed from Consent Calendar for discussion.

At 6:00, Mayor Webber said the Governing Body is not there yet. He apologized for being behind schedule.

c. Request for Approval of a Budget Increase (BAR) for the Purchase of Four Collection Vehicles, in the Total Amount of $945,329; Rush Truck Center & Bruckner's Truck Sales Via the Cooperative Education Services and Chalmers Ford Via the Statewide Price Agreement. (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209) **COMMITTEE REVIEW:**
Public Works and Utilities Committee: 02/8/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

d. Request for Approval of the Purchase of Four Collection Vehicles, in the Total Amount of $945,329; Rush Truck Center & Bruckner's Truck Sales Via the Cooperative Education Services and Chalmers Ford Via the Statewide Price Agreement. (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/2021

Finance Committee: 02/15/2021
Governing Body: 02/24/2021

e. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $250,000 in FY21 to Wildland Fire Operations Including 15 Temporary Seasonal Wildland Employees. (Brian Moya, Assistant Fire Chief, bjmoya@santafenm.gov, 955-3111)

COMMITTEE REVIEW:
Finance Committee: 02/15/2021
Quality of Life Committee: 02/17/2021
Governing Body: 02/24/2021

f. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $62,000 FY21 to Fund the Consultant Team that Will Facilitate the Culture, History, Art, Reconciliation, and Truth (CHART) Process. (Pauline Kamiyama, Arts and Culture, pkkamiyama@santafenm.gov, 955-6653 and Kristine Mihelcic, Director of Public Engagement, kmmihelcic@santafenm.gov, 955-6846)

COMMITTEE REVIEW:
Finance Committee: 02/15/2021
Public Works and Utilities Committee: 02/22/2021
Governing Body: 02/24/2021

g. Request for Approval of Professional Services Contract (MUNIS Contract #3202481) with Santa Fe Conservation Trust for the Development of a Safe Routes to School Program Not to Exceed $293,406 Funded by a Federal Transportation Alternative Program Grant. (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-2105 and Erick Aune, Santa Fe MPO Senior Planner, ejaune@santafenm.gov, 955-6664)

COMMITTEE REVIEW:
Finance Committee: 02/15/2021
Public Works & Utilities Committee: 02/22/2021
Governing Body: 02/24/2021

h. Request for Approval of Amendment #1 to Original Service Contract 20-0263 with FacilityBUILD, Inc. to Increase Compensation in the Amount of $445,000 for Design/Build Services on a New Restroom in Downtown Santa Fe. (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 955-5937)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

i. Request for Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $743,982 for Residential Recycling and Waste Collection Services; Rush Truck Center Via the Cooperative Education Services. (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

j. Request for Approval of Amendment No. 1 to MOA with the Santa Fe County in the Total Amount of $0 for the Jointly Funded SF Film Office. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209) **COMMITTEE REVIEW:**

Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

k. This item was pulled for discussion by Councilor Lindell.

CONSENT CALENDAR DISCUSSION:

b. CONSIDERATION OF RESOLUTION NO. 2021-13. (Mayor Webber, Councilor Garcia, Councilor Villarreal, Councilor Rivera, and Councilor Vigil Coppler)

A Resolution Designating the First Monday in March as "COVID-19 Memorial Day" in Remembrance of Those Who Have Lost Their Lives and in Honor of Those Who Continue to Suffer From the Impact of the Virus; and Urging Residents to Continue Taking Preventative Measures to Mitigate the Spread of the Virus. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:

Finance Committee: 02/15/21
Quality of Life Committee: 02/17/21
Governing Body: 02/24/21

This item was pulled from consent for discussion by Councilor Garcia.

Ms. Bustos-Mihelcic read the caption.

Councilor Garcia stated, as someone who has lost loved ones to COVID, he was privileged to be a cosponsor of this Resolution. He asked what the City is planning to do in observance.

Mayor Webber didn't know about local observance but there is a national Memorial Day.

Councilor Garcia suggested if folks want to participate for those lost, maybe a photo slide show on the City website would be a suitable observance. They want to participate in some way and if not this year, encourage us to look forward to next year. There have been over half million deaths and, if we don't recognize them this year, we should next year.

Councilor Garcia moved to approve the Resolution.

Mayor Webber asked him to hold on because we have an amendment sheet to consider first before a motion. The idea of inviting people to honor them is terrific and a good and appropriate recommendation. We should update the number lost and take out "City" and insert "Santa Fe County."

Ms. McSherry recommended, we follow our usual protocol to make a motion first and then amend it.

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the Resolution.

Discussion on the Motion:

Councilor Romero-Wirth asked if this is a one-time occasion or an ongoing thing. She didn't know which it is. She asked if it needs to say, "each year in March whatever"?

Mr. Guillen said it doesn't specify except to say, "first Monday in March" but it could be an ongoing annual event.

Councilor Romero-Wirth suggested it say, "the Governing Body hereby designates the first Monday in March each year as COVID Memorial Day."

Councilor Romero-Wirth moved to amend with that change. Councilor Garcia seconded the motion.

Councilor Rivera, on that point, said the State or Federal government may designate a different day. He recommended to just move without that and later pass a different resolution to coincide with it.

Councilor Romero-Wirth agreed and withdrew her motion.

Councilor Garcia agreed and withdrew his second.

Amendment to the Motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to amend the resolution as Mayor Webber requested with updated numbers who died and to strike "City of Santa Fe" and insert "Santa Fe County and, on page 2 line 17, to strike the time of adoption and insert 135.

Discussion on the Amendment:

Councilor Villarreal pointed out they are not in the packet.

Councilor Romero-Wirth said they are not in the packet on PrimeGov.

Mayor Webber read, "On page 2, lines 15 and 16, strike the first occurrence of "number at time of adoption" and insert "2,485,000" and strike the second occurrence of "number at time of adoption" and insert "500,000 at the time of adoption." And on page 2, lines 16 and 17, strike "City of Santa Fe" and inset "Santa Fe County." On page 2 line 17, strike "time of adoption" and insert "135."

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

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

Against: None.

Action on Amended Motion:

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

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

Against: None.

k. CONSIDERATION OF RESOLUTION NO. 2021-14. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov,

955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

This item was pulled for discussion by Councilor Lindell.

Ms. Bustos-Mihelcic read the caption. She explained there is amotion carried over from last session and a second to the motion.

Mayor Webber asked Councilor Vigil Coppler to proceed.

Councilor Romero-Wirth called a Point of Order. She was confused because Councilor Lindell pulled it for discussion and usually, we have the person who pulled it speak first.

Ms. McSherry explained that because it had already been moved and seconded and then postponed to today, we are currently in debate.

Councilor Garcia clarified that the Governing Body also agreed the sponsor gets to speak first, so it doesn't matter who pulled it.

Mayor Webber agreed and was why he turned first to Councilor Vigil Coppler.

Councilor Vigil Coppler said she wanted to reiterate the purpose of creating this Resolution – to move appropriate items, and, in this case, City assets – city land or property - over $25,000, into a public forum. That forum would be to discuss any items regarding selling city-owned property to have the public know what we are discussing and why. It doesn't preclude going into executive session but to have the public know what we are doing. It is only for discussion in executive session and we vote in open session on whether to sell or not. Some sales don't need an executive session.

It went to EDAC and they strongly supported this resolution on selling property without discussing it. It is just an important resolution to have for all those reasons.

Councilor Vigil Coppler moved with amendments.

Councilor Romero-Wirth raised a Point of Order. The motion is already on the floor as she understood and Councilor Vigil Coppler only needs to move the amendment to the main motion.

Amendment to the Motion:

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Villarreal, to approve the amendments submitted by Councilor Villarreal, Councilor Garcia, and herself.

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

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

Against: None.

Discussion on the Amendment:

Councilor Vigil Coppler explained that the amendments were discussed and supports at the Finance Committee. They had good points and she thanked Assistant City Attorney Salazar for her help with the amendments.

Councilor Romero-Wirth thought there is a little difference in this approach from what she and Councilor Lindell were sponsoring, based on the Finance Committee discussion. Councilor Vigil Coppler said repeatedly there that we go from executive session and then out and don't do anything else and the staff just decides they can put the property on the market.

She explained that Councilor Lindell and Councilor Romero-Wirth's resolution is to fix that. None of our properties are clean and is why we go into executive session to figure out the best path forward. We would come out of executive session and staff present the property for sale. She didn't think the amendment in front of the Governing Body now will solve the problem. She reminded Council that she had voted against moving forward and thought the Governing Body should have done the work in committee instead of at the Governing Body meeting. Here, we are doing committee work at the Governing Body meeting.

Councilor Lindell, commenting on the amendment before us. She noted on page 2 line 3, that starts with whereas the Governing Body prefers to hold discussions on the sale of city-owned property, etc. and goes on to say, "in front of the public, during a public meeting if doing so would not harm the City's ability to leverage the competitive value of the real property when confidential… Nowhere does it say who makes those important decisions. We may have very deep disagreements over those issues. It was problematic for her and she had talked about that before.

On line 9 and 10, the Governing Body understands the importance of holding executive sessions for sales of city-owned property. She didn't understand that. But it is not called for here. She asked Ms. McSherry to address why, in the Open Meetings Act, real estate transactions are an exception. She understood Ms. McSherry and other attorneys in that office worked on a memo they sent out. At the bottom of page 2, it says, "an executive session allows City Staff …

Ms. McSherry interrupted with a Point of Order. She said she sent it as a confidential memo to the Governing Body. So, if there is going to be a disclosure, she thought the Governing Body needs to vote on it.

Councilor Lindell asked if she could paraphrase from the memo.

Ms. McSherry said Councilor Lindell could ask her a legal question if she wanted.

Councilor Lindell felt like that was playing Jeopardy. In the form of a question, ….

Ms. McSherry explained that she could not provide opinions in a public meeting unless there is an expressed authorization to do so. She did not feel she had that expressed authorization during this meeting.

Councilor Vigil Coppler asked if the memo went to some or every one of the Councilors.

Councilor Lindell said it went to everyone. The memo made clear why, in the Open Meetings Act, real estate transactions are an exception and the purpose of it being an exception.

Councilor Vigil Coppler stated that handling City assets is a policy decision, and she was totally in favor of discussing those in executive session, as outlined in her resolution with the amendments. The "whereas" statements came from the City Attorney's Office. On page 2, Lines 3 - 9 spell out when we can and are encouraged to go into executive session. She had no quarrel with that. Councilor Romero-Wirth is right. We should not move from executive session to action. We need to come out and discuss and vote on the property. We have approved sale of city property in open session without an executive session. Occasionally, that will happen but there is a lot of staff work done on potential sales so they should know in that work, if they should continue to do the work if the Governing Body is not going to sell it. And they would never know that if we did not vote on it. So this resolution, with the amendments, gives the Governing Body direction to Staff without getting I the weeds to do their due diligence and give us an informed presentation enough to know whether the Governing Body would want to sell it or not,

whether they do that in executive session because of legal matters or do it in open session because they have not embarked on any legal matters yet.

The resolution is very flexible, and her intention is transparency above all. She understood Councilor Romero-Wirth and Councilor Lindell worked on an amendment to put a sunset clause on transparency. That is not her motion. She believed the Resolution was written to give Staff the flexibility but also provides that the Governing Body is in charge here. We should be voting on sale of property in public, whether we have a buyer or whether we even want to sell the property. She was not in favor of selling our assets. That is not okay. We need to have voting before those things happen. The public needs to know what we are doing with their property. It is not our property.

Councilor Garcia said adding transparency and sunshine puts our City on a positive path towards progress. He believed his colleague made misstatements regarding the overall resolution. In the current resolution, nothing prohibits executive session. It is up to Staff. And there have been times when it is not needed and others when it is appropriate. Their amendment requires executive session.

Now is the time to talk about amendments. Now is the time to fix whatever needs to be fixed and that goes through the committee process to the Governing Body that there is always going to be changes. With that philosophy we would have resolutions and ordinances staying constantly in committee forever. That is not the process.

There was a comment made that this Resolution doesn't achieve the goal that Councilor Vigil Coppler stated repeatedly during the Finance Committee meeting. He begged to differ. This adds transparency to the process. This puts the vote and decision of the Governing Body, where the property is going to be sold, in a public manner. Whether or not the Governing Body is in unanimous consent or not, the public will fully understand where Councilors stood on sale of their property. This is what is needed, and it is long past due. He had nothing but overwhelming support for it. It went through PWUC on consent with all five Councilor in favor. And it went to the Finance Committee where it passed. And it is supported by our Economic Development team. Seven of our Governing Body members have supported it already. It has overwhelming support from Staff and to him, he was still shocked by the pushback and the misunderstanding of some colleagues on this. This process will ultimately lead to the product of the community, the constituency, and the broader public will have confidence that the City will do everything in their best interest to protect their property. He supports this.

Councilor Romero-Wirth agreed with Councilor Vigil Coppler and understood what she was trying to do with transparency and making sure we have the proper role in the policy statement about selling property. That is what she and Councilor Lindell proposed would do, as well. The difference is where we put that transparency. She said that we should vote to sell a property before Staff has done its due diligence and that was what she took issue with. She agreed transparency is a good thing. And the difference is the parameters of the presentation. Her amendment said when we come out of executive session, Staff will present the request to sell and describe the property to be sold, where it is located, and the number of acres involved. That is the difference between the two amendments. It was passed by Finance with the understanding amendments would come forward with the bill. She didn't disagree that occasionally we would work on amendments at the Governing Body level, as the Legislature does. But most of the work on forming a bill and making sure you get it right should be done at the committee level and not bog us down on that here.

Councilor Cassutt-Sanchez hoped we could address this in a sane manner. This seems like a confrontive conversation with a lot of people trying to achieve the same goal she was hearing pretty much unanimous consent. It probably should have stayed in committee.

For the presentation, it is another conversation we need to have. She liked the discussion on what should belong in executive session. We must be responsible stewards of City property and get the highest value for the property, either by selling or by using the property. She would like to hear more about that balance we seek to achieve.

Director Brown told Councilor Cassutt-Sanchez he was in support of the resolution but each property we may consider has some issue to discuss in executive session. So when the resolution improves the executive session, that provides the flexibility to deal with those issues. And that's where we are. Sean would present more on that later. What the OMA is about is from Ms. Salazar.

Ms. Salazar said the OMA has three exceptions that are explicit. They are when dealing with an RFP, when asking for a proposal on the land which is confidential; acquisition is one and then Attorney-client provision is another. Real Estate transactions are confidential to try to get highest and best price for the property. Second, the need for executive session is because of what the interest is in putting it on the market. But complicated issues exist on each property. Some are given to us and some are purchased, and we must talk about that with the Governing Body before marketing or moving on for sale. And when we get offers, we need to weigh them in executive session. That is why, under State Statute, the only real public hearing is when you memorialize all the terms in the Ordinance to put out for the public.

Councilor Cassutt-Sanchez said that answered her question. She felt we are all trying to get to the same goal and make sure we are leveraging our position and figure out the best way to go forward.

Director Brown said Councilor Romero-Wirth talked about that a minute ago. We can discus all the confidential issues around the land and property sale, and then come to open session with details of the property to make the decision. The executive session is a vital part of our marketing strategy that we don't want to lose. She had mentioned three or four things- the property, the location, the timing of the public offering and the details around when we take bids, etc. It is knowing we have informed the Governing Body and what makes it good or bad to do.

Councilor Cassutt-Sanchez appreciated that and both answers were very helpful to her. Knowing the details was the important piece for her. She thought there is a middle ground here and we could come together. She preferred sending it back to committee to get it right. Generally, it is something she wanted to work on and doing the work in committee is not a bad thing but is the best place to hash out these discussion points.

Councilor Vigil Coppler said this resolution is flexible and allows for executive session when appropriate. The north end of Fifth Avenue never had I am executive session. This resolution gives the flexibility and trust that Staff knows when we need to go into an executive session. This does not eliminate an executive session but does not require it.

She noted that we are not state government. We are local and close to the people. Transparency matters here. This amendment was discussed in Finance and now there is new stuff for a sunset clause on transparency, which was not on the red line. Her bill does everything people had objected to. The most important thing is to vote in public, which we have not been doing this.

Councilor Romero-Wirth didn't know why sunset provision was not in the red line. It may be a clerical error. It is there so we can review it to consider how it is working. This is a great example of how we could work it out. She thought she and Councilor Vigil Coppler could work it out. There were verbal changes made at finance, but she did not see them written out. Putting the property on the market prior to the due diligence is premature to disclose we are about to sell something when we are not sure yet.

Councilor Garcia called the question. Councilor Vigil Coppler seconded it.

Mayor Webber asked if it required an immediate vote.

Ms. McSherry said yes if everyone who wanted to speak has spoken.

Mayor Webber was still processing the use of calling the question.

Councilor Abeyta asked if the vote is on calling the question or voting on the amendment.

Ms. McSherry said it is on calling the question.

Mayor Webber said since he has not spoken, he would exercise his right to speak now.

He commended Councilor Cassutt-Sanchez for her comment. The point is the amendments are not far apart, but the drafting is far apart. We are all in favor of transparency and good government so all resolutions and ordinances should be well drafted for when we are no longer on the Governing Body. Councilor Vigil Coppler is right that it is flexible but recognizes the importance of need for an executive session. Are we leaving Staff with not a well drafted ordinance or resolution? This has suggested there is a lot of work before a public presentation. He believed Councilor Cassutt-Sanchez has identified the real crux of the matter. The question is, do we have well-crafted legislation. With the review of committee, it wobbles back and forth with unclear directions on how to implement this measure. He would be in favor of additional work to be done on it. The differences are small – the problem is with drafting. We need to clean up the drafting and this would profit from good drafting, clarify for public policy and how we would see the process work. So he concurred with Councilor Cassutt-Sanchez.

Councilor Romero-Wirth said if we are ready to vote, it is whether to end debate.

Mayor Webber agreed.

Councilor Abeyta asked if a motion to postpone right now would take precedence.

Ms. McSherry said calling the question takes precedence.

VOTE: The call of the question was approved on the following Roll Call vote:

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

Against: Councilor Cassutt-Sanchez and Councilor Abeyta.

Vote on the Amendment:

VOTE: The motion to amend failed on the following 4-5 Roll Call vote:

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

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

Councilor Cassutt-Sanchez explained she voted no because there are pieces of the other amendment she favored and would like to see a consensus to bring the amendments together for the best draft.

Further Discussion on the Main Motion:

Councilor Garcia called the question on the main motion as is. There was no second and him motion died.

Councilor Garcia noted as he had expressed in the past, that there is some urgency for initiating a transparent process for selling property. There is now a fire sale on city property going on. Santa Fe Estates and four other pieces of land are lined up for sale with no transparent process on whether to move forward with the sale. So can we put a moratorium on all sales for now: He didn't want pieces to be sold while we are still working on the process. Once we sell the property, we can never get it back and in the future, people will ask why we did that. He didn't believe we are selling from losses due to COVID. It won't be a revenue generator to fill gaps. That is a smoke screen and in whatever direction we go, we need to consider future generations who will be able to look back and say the City did the right thing then.

Ms. McSherry clarified that all land sales are coming before the Governing Body for a vote.

Councilor Garcia pointed out that once it comes to us for a vote, the sale is already on the tracks. Can we put a moratorium on sale of city property?

Director Brown asked the legal team if that is a resolution. We are not putting land on the market for sale. We are waiting for this to be decided. We have been in discussion with various parcels since last January. They are either underperforming or there are problems with them. We are not planning on any public offering now.

Councilor Garcia understood the Governing Body approval is not required before putting property on the market for sale. He hoped we can agree not to put any property up for sale now. There is an announcement on the City website that property will be offered soon for sale. Any property the City owns can be put up for sale. There is already a website on which to put them on the market. How can we agree on that while completing this policy?

Mayor Webber said, "You made your point but is not the motion in front of us. The motion on the floor is to approve the resolution as submitted."

Councilor Garcia said it is germane as policy for selling property. He was asking for suggestions because he was desperately afraid one of them will be put on the market.

Director Brown said if this is going back to committee, he could assure Councilor Garcia he would not direct any staff to put anything up for sale until we resolve this resolution. But we have discussed all of them over the year. "You have my word we will not do anything of assets for sale until this is resolved."

Councilor Garcia thanked him on at least three properties that did not have consensus. It is necessary to bring sunshine to selling of property.

Councilor Lindell – motion to postpone this /Councilor Cassutt-Sanchez –

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to postpone this resolution.

Ms. McSherry suggested either to a date certain or sending it to a particular committee.

Councilor Lindell withdrew her motion.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to postpone this resolution until [March 31 and later amended to March 10] and have it heard again at the Finance Committee.

Discussion on the Motion:
Councilor Cassutt-Sanchez was not in favor of that length of postponement. She didn't see it necessary for that long. March 31 is too far away, and she would like to have it heard on March 10. She asked if the maker was willing to make it sooner.

Councilor Lindell was willing to say March 10, that is fine with me. And could still go back to Finance. Councilor Romero-Wirth renewed her second.

Councilor Cassutt-Sanchez appreciated the effort to pull it together and find middle ground. To go forward. There is much complexity and anxious for the discussion and how they can be pulled together with focus on good policy. She also commented on the suggestion that we could be hoodwinked by Staff. Staff are sometimes abused, and they work for much less than they could get in the private market. She knew our Staff is really committed to this process. And the suggestion that Staff would do something otherwise it was not appropriate to say. They are the experts and are incredibly dedicated and honorable.

Councilor Vigil Coppler reminded the Governing Body that we had special meeting on February 12 where we agreed we would hold hands and work together. These amendments were published one and a half hours before this meeting, so she rushed around trying to figure it out This is the second time sending it to Finance where she has no vote and against the offer of working together. In reality, there has been none of that going on and why we are taking so much time. If the hand had been extended to her, she would gladly work it out. We spent a whole afternoon on how we would work together. She had no vote there but went to Finance and she clarified that with Staff what they heard. It was the amendments she then prepared. She didn't feel like this is working together. Councilor Rivera said last time he was embarrassed and ashamed. She felt like she was being hoodwinked and it was not fair to refer where the main sponsor is not a member. She found that appalling.

Councilor Romero-Wirth said the reason she raised her hand well before Councilor Vigil Coppler did was to offer again to work with her in a meeting and figure out how best to meld these two together, so they provide clear direction. "I'm sorry they were not posted sooner. I don't control that. But I hope we are at a place where we can work together and make clear to staff what we are looking for. Your leadership in starting this process was good. This is a clear example why we should work in the committees to discus them. We can work together and make it a clear product. I would like to work with you outside of committee meetings."

Councilor Lindell was more than happy to withdraw her motion and restate that it will be heard on March tenth and send it back to Public Works and hopefully Councilor Romero-Wirth will find that acceptable.

Councilor Romero-Wirth said yes and glad to talk with Councilor Vigil Coppler to meld it before it goes to Public Works.

Mayor Webber agreed overwhelmingly with Councilor Cassutt-Sanchez to come back to Governing Body to not divert from civility or claim the staff are engaged in a fire sale which seemed inappropriate. There is a website

where the properties are well identified but not a for sale. But how we are trying to do a better job for properties that are not productive.

We have a staff that has been very responsive. Mr. Brown has not opposed it but trying to work productively and see clarity of thought and process so staff will be well directed and no wasted.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to hear it on March 10 after being heard at Public Works Committee.

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

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

Against: Councilor Vigil Coppler.

Councilor Villarreal explained that she wanted to say if we would have seen the possibility Councilor Vigil Coppler and Councilor Romero-Wirth were suggesting, if we can come to agreement, we can get it done. There are things in the amendment she did not agree with. She trusts staff to give us accurate information. They had very similar language and maybe a time we can say the same thing. We need to let each other know when similar things are in different resolutions.

Councilor Garcia explained he voted for this with hope of true agreement and a hope we can get a unanimous vote on it with a product on March 10 that needs no discussion and has a unanimous vote.

Ms. McSherry clarified that no more than four people can be involved in the amendments because it would violate OMA. We can think about how to trigger that situation.

At 7:28, Mayor Webber suspected we will change our agenda and put the executive session at the end.

11. DISCUSSION/ACTION ITEMS

a. CONSIDERATION OF RESOLUTION NO. 2021-15. (Finance Committee) A Resolution Requesting Approval of Second Quarter Budget Amendments for Fiscal Year 2020-2021. (Andy Hopkins, Principal Budget Analyst, ajhopkins@santafenm.gov, 955-6177)
COMMITTEE REVIEW:

Finance Committee: 02/15/21
Governing Body: 02/24/21

Ms. Bustos-Mihelcic read the caption.

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the Resolution as presented.

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

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

Against: None.

b. Request for Authority for the City Attorney's Office to Finalize Terms, and Mayor to Execute, a Cost Sharing Agreement with the County of Santa Fe and Las Campanas Water and Sewer Cooperative for the Lease-Purchase of Energy Efficiency Equipment and Improvements to be Performed Under the Energy Savings Performance Contract with Yearout Energy to Reduce the Energy Use of the Buckman Direct Diversion Project, Consistent with the Terms of the Parties' Joint Powers Agreement. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)
COMMITTEE REVIEW:
Governing Body: 02/24/2021

This Request was moved to the Governing Body Meeting on March 10, 2021.

c. Request for Approval of an Agreement with the Buckman Direct Diversion ("BDD") Board Allowing for the Installation of Energy Efficiency Equipment and Improvements at the BDD Project and Providing for the Transfer of Such Equipment and Improvements to the BDD Board. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)
COMMITTEE REVIEW:
Governing Body: 02/24/2021

Ms. Bustos-Mihelcic read the caption for this item.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to approve the agreement for BDD as presented.

Discussion on the Motion:

Councilor Villarreal wanted to know if this was voted on at BDD.

Director Wheeler said it will be on their agenda on March 4.

Councilor Villarreal asked if they wouldn't they act first?

Director Wheeler was not aware of a prescribed order. The Attorney has covered it well.

Councilor Villarreal had concerns about this. It is late and there is lots of information and asking us to read it on the day of Council is not fair. We end up making a fast decision. She read through it to understand it. It is hard for us to make decisions and this is a big decision that involves the County and other stakeholders.

Mayor Webber agreed, and for people watching, we would want an overview from Director Wheeler, he was sure she could do it.

Councilor Villarreal asked for just a summary.

Councilor Vigil Coppler said she was Chair of BDD and there were many times when it came to us and as Councilor Villarreal said, materials were not complete, and answers were incomplete. It went back and forth. That is why BDD did not act on it.

Mayor Webber asked Director Wheeler to give an overview.

Director Wheeler said this is a piece of very complex piece that is hard to keep track of. It is an agreement on the big solarization project. This is the fourth time it has been brought to the Governing Body and fourth time the BDD Board has heard it. It is an Investment grade audit. Staff found about 50 buildings where to install solar. They worked with it for a year and a half and this agreement is a great improvement. We did this once before for 1.5 MW and realized after the fact. Attorney Schaffer got involved and worked with Nancy Long. They came up with this procedure. We have a very nice structure and people working day and night to get the order in the property order. Their Board voted on it last night. For the two Governing Bodies, we did not want to delay it but just got the final document yesterday. It is only a one-page document authorizing the City to install and BDD making debt payments on it. She was sorry for the lateness. It is well put together and we can move ourselves forward.

Councilor Vigil Coppler echoed Councilor Villarreal's statement. It is disingenuous to think we can read all of this when it is so late. She would be voting, wearing my BDD hat, not her Councilor hat.

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

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

Councilor Rivera abstained.

Against: Councilor Vigil Coppler.

Councilor Rivera explained he was concerned that the Chair of BDD voted no so he abstained.

d. Request for Approval of an Agreement with the Estate of Tobin Williams for a Settlement Amount of $500,000. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)
COMMITTEE REVIEW:
Governing Body: 02/24/2021

Ms. Bustos-Mihelcic read the caption for this matter.

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the agreement as presented.

Discussion on the Motion:

Councilor Vigil Coppler didn't think any amount of money met the worth of this City employee's life. It was a great loss. It must be this way but is kind of rote. So she took a minute to recognize the life of Tobe Williams. It is unfortunate, but his life was worth a lot more. She was not privy to any personnel matters but still saddened by this. This is a young man's life we are talking about. She could only imagine what the parents are going through.

Mayor Webber agreed this is a very difficult matter – it is not about money but a person we lost who had enormous joy in life. And many of us don't think this compensates for the loss of his life. Just a payment gesture. There are no illusions that it makes up for the loss of Toby's loss. We all spoke about that in executive session to try to do the right thing.

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

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

Against: None.

Mayor asked for evening session now in an agenda change at 7:43 pm.

AMENDMENT OF THE AGENDA

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to amend the agenda to move directly to the evening agenda and here the remainder of afternoon after that.

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

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

Against: None.

12. **MATTERS FROM THE CITY MANAGER**
This was moved later in the agenda.

13. **MATTERS FROM THE CITY ATTORNEY**
EXECUTIVE SESSION
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 a Party, Including, but not Limited to, Albuquerque City of, et al., v. New Mexico Taxation and Revenue Department, et al., D-202-CV-2018-08036, Regarding Historic Calculations and Distributions of Gross Receipts Taxes. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)
This was moved later in the agenda.

14. **MATTERS FROM THE CITY CLERK**
This was moved to later in the agenda.

15. **COMMUNICATIONS FROM THE GOVERNING BODY**
This was moved to later in the agenda.

EVENING SESSION -7:45 P.M.

16. **ROLL CALL**

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

Members Excused

17. **PETITIONS FROM THE FLOOR**

Stefanie Beninato brought up a response spoken to her about the secret plan against Stefanie Beninato. Don't make inflammatory statements against you. It was a comment where every time I went to the pool in 2017, she was written up and accused of making obscenities and other options that would have thrown her out of the pool. She wanted to negotiate but needed to have someone who was not living in an alternate universe, that thinks I am so stupid that I cannot read that this is a total put off that actually happened. So she was hoping that the City Attorney or the City Manager would direct Mr. Prinz [not understood] the secret note that >>>>> That's the thing I am trying to get rid of."

Alisha Shaw – resident of District 2, said, "Thanks for the effort you put in around redevelopment of Midtown campus. I advocated 12 years ago for City to buy it and encourage you all to be courageous to consider ways to pursue community led development of this campus. I know there are a lot of people who are really concerned about its future. I know we are in an extraordinary time and hope you don't sell it off or parcel it off but keep it in public hands and look for creative ways to use it. There are designations you could look at for redevelopment and have it pay for itself. Keep it in public hands and ways the community could bridge the development."

Miguel Gabaldon talked about things happening on history of culture in Santa Fe regarding the plaques that were removed and lack of knowledge of them. And location of the statue of DeVargas. I just hope you can move quickly on it with accurate information regarding culture and history of Santa Fe and northern New

Mexico. We really need to focus on Santa Fe. He got a letter on the web page and hoped it doesn't get lost and he appreciate your efforts on COVID – 400 years of history and Native Americans. There are continued attacks on our history. Have a good evening.

There were no other petitions.

18. **APPOINTMENTS**

a. Mayor's Youth Advisory Board – Miguel Angel Gonzalez Moreno

Ms. Bustos-Mihelcic read the caption for this appointment.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the appointment of Miguel Angel Gonzales Moreno to the Mayor's Youth Advisory Board as recommended.

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

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

Against: None.

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-1. ADOPTION OF ORDINANCE NO. 2021-2. (Councilor Rivera)
An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance ("UTO"); Amending Various Sections to Insert a Clause Stating that a Person Who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add

the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

COMMITTEE REVIEW:

Finance Committee: 01/19/21
Quality of Life Committee: 01/20/21
Governing Body (Request to Publish): 01/27/21
Governing Body (Public Hearing): 02/24/21

Ms. Bustos-Mihelcic read the caption for this hearing.

Kyle Hibner is available.
Mayor Webber reviewed the procedure.

STAFF PRESENTATION

Mr. Hibner presented this matter. He said this ordinance does three different things. One is the various sections of the ordinance related to traffic offenses that specifies the violation would be penalty assessment misdemeanor. He shared several examples. This removes any jail time and imposes a fine at $25 for driving on a suspended license. It sets a fine for littering at up to $300 and directs the violator to pick up litter. It permits insurance electronically and renumbering the section on registration.

PUBLIC COMMENTS

Stefanie Beninato said litter is a huge problem in our City and masks are not enforced and she was afraid this will also be not enforced. It is interesting that fine for suspended is far less than the fine for littering. A $25 fine is nothing. DWI with a minor in the car should be prohibitive and more than a $25 fine. Making these laws without enforcing them means everyone disregards them.

There were no other public comments.

COUNCIL QUESTIONS TO PRESENTER

Councilor Rivera made one clarification from Mr. Hibner's presentation. This brings us into compliance with State law.

Mr. Hibner agreed. The State made many of these changes in 2018 and most of the changes in this ordinance will comply with that statute.

ACTION OF THE GOVERNING BODY

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve Ordinance No. 2021-2 as presented.

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

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

Against: None.

b. CONSIDERATION OF BILL NO. 2021-2. ADOPTION OF ORDINANCE NO. 2021-3. (Mayor Alan Webber, Councilor Lindell, and Councilor Rivera)
An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)
COMMITTEE REVIEW:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

Ms. Bustos-Mihelcic read the caption for this hearing. Manager Fluetsch and Director Wheeler were present.

STAFF PRESENTATION

Director Wheeler noted there are several people here to support the ordinance, whom she identified. Sharing her screen, she presented the Streetlight LED Conversion Project for Santa Fe to be the most sustainable city in the nation. Savings allows financing of the conversion and improves renewables. She reported on the streetlight system at present which has some streetlights not working; some shining into bedrooms and the streetlight system doesn't have to be that way.

She showed picture of a high-pressure sodium streetlight with a lens on it. This type has a high failure rate and don't meet present standards. But they were grandfathered in. This is an opportunity to make our City safer and save money. We can use existing contracts and hire the same contractor who did Albuquerque's conversion. And working through the process, that is how we came to use them, and they have a local presence. The PRC

allows us to use another contractor to maintain the new lights. A centralized management system will be used after installation and allow tracking their performance and detection of any failures. It provides a 50-day deadline for repairs or six days with multiple outages. They will be responsible for reporting and accountability for repairs, reliability, etc.

LEDs provide a 50-60% reduction in energy use with progress toward the 2040 carbon neutrality achievement. LEED Cities point toward platinum. The LED uses 168 watts and sodium uses 400 watts and LEDs provides much more illumination. They have focus to avoid shining into homes. The City can still shield to reduce night sky. She showed a comparison photo from Los Angeles as an example.

The Lighting Code guides the design and the regulations to reduce light pollution, conserve energy, etc.

The process includes engaging neighbors for demonstrations; analyze options and tradeoffs, ensure regulatory compliance and Governing Body approval of design.

She shared the design parameters. The industry now uses lumens instead of wattage. And there are color choices. People chose 3000 Kelvin for more yellow light. The PRC regulates lighting for road standards.

PNM owns half of our streetlights which were shown in orange on a City map, and the City-owned lights in blue on the map.

Financing is packaged with solar and the payback period is improved. It is a two-step process, first to approve the contractor to finalize design and approve the lighting design.

PUBLIC COMMENTS

Galen Kistler lived in Los Alamos and is a member of a group drafting the lighting ordinance in Los Alamos. Mr. Kistler applauded Santa Fe for their efforts. He noted that many places prevent any LEDs with more than 2700 Kelvin. The Medical Society opposes 4000 K for the blue, longer wavelengths that can produce glare despite being shielded and thus reduce safety at intersections. He proposed Santa Fe use less than 3000 Kelvin.

Francisco Marie said he came from D.C. and has worked with some of you. He worked with the County on their plan and believed Santa Fe is going in the right direction, dealing with light pollution. The 4000 K LED is much too high. The Governing Body already received a letter explaining that further.

He urged the Governing Body to remember the Dark Sky Ordinance in New Mexico.

Jim Baker, 98 Principe de Paz, an unincorporated part of the City, said the proposal has one fatal flaw. Ordinarily he would be in favor of such energy saving the color temp of LEDs provide. But 4000 Kelvin LEDs produce an unusually high amount of blue light and the city needs to choose less blue. AMA has given guidance that LEDs should never be deployed unless they under 3000 Kelvin. If not, it will produce a hazard for drivers and pedestrians and impose health damage. That level upsets circadian rhythms and causes sleep disturbances and even when shielded. And it tends to disperse into the night sky. He sent Councilors an email this afternoon. Please look at it. Please revise this proposal so blue content is abated under 3000 Kelvin.

Peter Lescole, 4404 Calle Jaime, District 4, thanked the Governing Body for the opportunity. He is very excited that Santa Fe wants to replace outdated road lighting and he echoed the concern for lighting temperatures. There were dots on the City map where lights would be replaced, and Director Wheeler showed more of that. But where is the dot requiring 4000 Kelvin lighting. If the City can provide the documents, we'd like to see it. The color temperatures are part of what they do. So when people move from where 4000K is to 3000 K, it makes a difference. If you walked out of a matinee in the afternoon. So he wondered about the 4000 Mr. Kaye choice. A magazine that has featured Santa Fe many times asked him what the City is doing. An observatory outside of town serves a worldwide purpose. [His time was up.]

Diane McKenna thanked the Governing Body for all the things sent to her. She didn't get a letter back until 3:56. The speaker from Los Alamos brought up her subject. 4000 Kelvin can cause disability glare among older people and have an impact on drivers, making it more difficult instead of safer. Davis California residents were successful in getting rid of 4500 K LEDs. Please read my email for the links and happy you are addressing dark skies and would enhance tourism. She would like to be part of Director Wheeler's email list. She hoped we never gets lights on our street that has no paving either. It was an enormous change on Cerrillos Road which she could see it from her home. Please address those on Cerrillos Road with its ridiculous lighting.

Albert Schultz lives in Glorieta and has property on Old Cienega Street. He is looking forward to the change – great project with energy savings. And light trespass is very commendable but concerned about the quality of the light. And will be undermined by 4000 K which I out of bounds. You need to use a dark sky lighting scheme. He appreciated the Director Wheeler presentation - There was a dark sky section also. Please consider a colder

temperature. The color temperature cannot be compensated for. Please consider less than 4000 Kelvin.

Stefanie Beninato said she lives in the South Capitol area and wondered about the interaction with PNM. She understood a colder temp is better. She lives close to a commercial subdivision and the mini mall has very bright lights. She likes the darkness and appreciates it but also appreciates going to 3. She wondered about third-party contractor being responsible for maintenance. We have a lot of that on water meters and the maintenance is disturbing her sleep. She would also like to be on the email list, she has four streetlights at her property. How does PNM use third party and how long will the process take? Thanks.

Jake Snyder, 1305 Luana Street, said he is a lighting director for Meow Wolf and works with LED lighting on their sci-fi sets. He loves the switch to LED but is super apprehensive about color temps and could not believe we are going to 4000 Kelvin. On the internet, there is a lot about circadian rhythms and dark skies. He urged cooler color temps. Cool light is better, and he hoped we would treat this with the same seriousness. Thank you for taking it seriously and getting public input.

Madelyn was grateful for the city's concern for our environment. This is 110% one of those issues. She was impressed with the citizen's comments and the expertise in the community and staff's due diligence. It might take longer but it is best for how things go. She believed we will find our way forward in this.

QUESTIONS BY GOVERNING BODY

Councilor Garcia noted that in the comments, Dir. Wheeler mentioned Santa Fe is aiming to be most sustainable community. So he asked why we are not moving forward with the community LED process.

Director Wheeler said the City cannot support every streetlight in the process. If there becomes a solution to replace all, we will follow that. We are not there yet.

Councilor Garcia pointed out that a lot of cities have implemented solar lighting, and there are lots of places in our City where it does not need to be connected to the infrastructure. He would recommend we move to that solution.

Director Wheeler said there are lighting companies with solar lighting. Today we are concerned on lighting for roadways first. It impacts roadways and bicycle paths. But for the long term, we need to find the right lighting.

And for 20 years, we are pushing for solar lighting where additional lighting is needed and makes financial sense.

Councilor Garcia agreed that makes sense. He was not advocating for solar lighting on roadways but in neighborhood we could translate into solar lighting especially if trying to be the most sustainable city in the country. There are other cities implementing solar lighting and we can learn from them. With over 300 sunny days, we need to take advantage of that.

His next question was on the plan. To make sure he fully understood the process, tonight we are considering the contract and then there will be a plan for the Governing Body to consider.

Director Wheeler agreed. A lighting design is what we would bring back with type, color, etc.

Councilor Garcia thanked her. As we move forward and report, we heard from the public overwhelmingly that no one wants 4000 Kelvin in the plan.

Re: the process of contract, it has a value of roughly $3 million. So why not use a formal RFP process? Is there no other vendor that would provide these services? Why are we using a system to extend rather than a formal RFP? If the current contractor is best, why not use and RFP? It is a lot of money.

Director Wheeler said there are reasons. We are getting this from a partner who has used them. Half of our lights are PNM's and Dahlkia's have coordinated with PNM on how to convert quickly and efficiently. They have educated us through the whole way. We can leverage the public procurement Albuquerque just did. They went out to find the best company and we can leverage that with a local maintenance company. There is no other locally. PNM is the only one available and Mr. Kaye has a local presence.

Councilor Garcia suggested that if we had gone out with an RFP, they probably would have come out on top. With $3 million, he thought the City would want to move forward in a transparent process. He asked Ms. Aranda, if another company were chosen, would they say no?

Ms. Aranda clarified that PNM is a separate contractor and PNM has not issued the RFP yet.

Councilor Garcia said we talk about transparency but in some processes, like this one, is not transparent. Maybe Mr. Kaye would come out on top. But it's just because some other entity has used them, doesn't mean that they would come out as the top entity.

Mayor Webber said this is a time for questions, not discussion. He clarified that the process is justified by the memo put out publicly that we must use 4000 Kelvin as specified by NMDOT.

Director Wheeler added that we work with NMDOT a lot and most roads are funded by federal or state funding. Their specification requires 4000 Kelvin on state roadways and that means St. Francis Drive, for sure. We are coming into ownership of some of them. St. Michaels and Old Pecos Trail would also be 4000 Kelvin. Certainly, we will engage DOT to understand the specifications. It is really important to the group responsible for the deign to use a lighting design we come up with. She hoped that answers the question.

Councilor Garcia when he said that DOT was her justification. Thanks.

Councilor Cassutt-Sanchez asked, if we approve the contract tonight, about flexibility in the lighting design instead of what was previously proposed.

JC (Mr. Kaye) clarified they do not manufacture any product, so they were not pushing one over another. Lots of our work is through agreements so we don't install and leave the City. What we implement is the right one for the City. We are leading a team to make sure the project will stand financially with flexibility to choose a lighting design we can adjust. We are not that far from it. The vast majority of lighting we are looking at are 3000 Kelvin and will bring back the right product.

Councilor Cassutt-Sanchez said she wanted to understand – if we have the 4000 K and then dim them, would that diminish the impact.

Mr. Kaye said Dahlkia presents a sensor on every light that can dim them and would reduce the wattage but not change the color temperature. They are capable for dimming, although we did not propose dimming.

Councilor Cassutt-Sanchez asked if the City would track measurement of light output.

Director Wheeler did not know that we are.

JC said they could measure. Shielding is a good way to measure dark skies.

Mr. Kaye agreed. We can measure the scatter.

Councilor Cassutt-Sanchez, after hearing Director Wheeler say we can draw from the Albuquerque experience was curious about her interactions with the Albuquerque team.

Director Wheeler said Greg Smith, who was Director had the responsibility on this project.

Mr. Smith said the 4000 K lights were put on major arterials and they have had no complaints. They put 3500 K on other roadways. Partnerships with PNM and Mr. Kaye and worked through those issues. Santa Fe will have a great benefit from their experience.

Councilor Cassutt-Sanchez understood Albuquerque used a range of 3000 to 4000 K.

Mr. Smith agreed

Councilor Cassutt-Sanchez asked if that meant no safety or health concerns and she read about the wildlife concerns.

Mr. Smith said he left the City in December 2018 but was not aware of any complaints since then.

Councilor Cassutt-Sanchez asked if most complaints were to get shielding installed. She asked where Santa Fe is in current allocation by Kelvin rating and whether we are grandfathering some in.

Director Wheeler said the average on Hwy 599 is approximately 2600 Kelvin. but there is some 4000 on Hwy 599, Cerrillos Road, and St. Michael's Drive.

Councilor Cassutt-Sanchez understood those are state roads but the LEDs on side streets would be lower Kelvin.

Director Wheeler said our performance on Cerrillos Road and Airport Road is not great and could be improved with higher color temp. The great thing ongoing is because of the analysis capabilities in the software, we can do an analysis between light and dark areas. Albuquerque is doing that now and an analysis of crash data.

Councilor Villarreal thanked folks for emails with praise and with concerns. Lots of research was done, back and forth and she appreciated Staff taking time for this. She had a question on the RFP issue but thanked Staff for their legwork on what we decide and a breakdown for legitimate firms.

Councilor Cassutt-Sanchez had asked many of the same questions Councilor Villarreal had. The overall highest question from CRM was on lights. #1 complaint from constituents considering there are a lot of lights

out and not even counting cost of going to court for that. This is a great transition, and it is just working out the details.

She asked about a demonstration site or testing. She thought we already had LED in town. In her neighborhood there was a conversion.

Director Wheeler did not know about that, but we will have demonstration sites.

JC agreed. When the contract is approved, we will do pilots for demonstration before starting the full project.

Councilor Villarreal said Santa Fe does not need the big lighting that is needed in Albuquerque. She had questions about what the fixtures look like. And what they would use.

Mr. Kaye said there was an example.

Director Wheeler showed a photo of fixtures to be used.

Councilor Villarreal said the dimming question was important to her and thanked them for the clarification. She noted receiving an email from Director of the Dark Sky Ordinance Association and was surprised we had that ordinance. She asked Director Wheeler about the emails. Flagstaff had to redo their installation and thought Director Wheeler contacted them about it.

Director Wheeler agreed. Some of the links were to articles and not to specific locations. There were a couple of observatories near Flagstaff and dark sky was impacted there. Most cities don't specify color temps. Some turned out to have too high wattage. It is a complex issue.

Councilor Villarreal appreciated that people gave their insights.

Councilor Vigil Coppler asked Director Wheeler at what point in the process we will discuss the 3000 vs 4000 K.

Director Wheeler explained that once the contract is made, they will do an analysis on the lighting design. At that point for the next few months, we will be engaged in lighting design and public engagement in districts to learn about them.

Councilor Vigil Coppler noted that all comments from constituents have been about wattage being too high. And if the contract gets any support, the wattage will have to come down. That is very important, and the simulations

will bear that out. She asked if the City has the DOT mandate in writing somewhere.

Director Wheeler said yes, and it is also online.

Councilor Vigil Coppler asked if the City must still follow that mandate after the City takes over those arterials.

Director Wheeler thought no. We get those on July 1, so we are right there.

Councilor Vigil Coppler surmised there really is no mandate and we could decide on it.

Director Wheeler clarified that St. Francis remains a state road and a little piece of St. Michaels Drive.

Councilor Vigil Coppler asked if the mandates are for new roads only or also existing.

Director Wheeler said the old roads get grandfathered until it is converted to LED.

Councilor Vigil Coppler reasoned that if a residence has light shining in, they could ask for shielding and if so, who will pay for that?

Director Wheeler said first, we would not put the biggest light there. It has a more focused approach. We also have capability to turn a light off. So we have quite a few ways to respond.

Councilor Vigil Coppler understood we still have a decision to make on 3000 vs 4000 K. DOT says we must use 4000 in some places but when we own it, we can do it for less color temp. Those lights from I-25 up Cerrillos Road need adjustment.

Director Wheeler said those are DOT owned and they take care of those lights.

Councilor Vigil Coppler pointed out that the veteran's banners displayed there need to be preserved and if they break the brackets, the state needs to pay for replacements.

Mr. Kaye said part of the money is also around the timing of each individual light fixture. Were the banners are hung, we can manipulate the schedule and be very flexible to address that precaution.

Councilor Vigil Coppler your schedule is May to September. The banners will be up the whole time. She hoped Dahlkia has the right equipment to preserve the banners and it could be as many as three banners and a flag and the brackets which are still there. There needs to be some agreement there.

Mr. Kaye said they deal that issue all the time and Dahlkia would pay for anything broken.

Councilor Vigil Coppler's last question was about PRC regulating the rates. She asked if this would affect the PRC.

Director Wheeler said for the street light rate, the City pays PNM 14 cents per KWh. When we switch to LED, we will have a different rate. it also changes our relationship with PNM for maintenance of their lights. The new agreement says PNM will not charge us for maintenance or provide maintenance.

Councilor Cassutt-Sanchez said the new agreement will show the old rate and new rate with quite a bit of savings.

Councilor Vigil Coppler asked if using 3000 K instead of 4000 K would make a difference.

Councilor Cassutt-Sanchez said it would be very little difference.

JC agreed. What makes a difference is the wattage and it is a complex equation.

Director Wheeler said increasing wattage does not affect night sky, but increased lumens would be calculated to see if it exceeded the night sky ordinance.

Councilor Romero-Wirth said, "When you threw in Old Pecos Trail to the main roads list, you scared my constituents by saying you would put 4000 K lights on that road.

Director Wheeler said although it is now a DOT road, it will become a City road so no 4000 K LEDs will be put there.

Councilor Romero-Wirth asked if the City is paying for this project through energy savings.

Director Wheeler agreed. We project a half million in savings per year. So it pays off in six years. And it is a great solar project that we can get just from energy savings. The market recognizes those as real savings.

Councilor Romero-Wirth couldn't remember if the slide show showed the six-year payback, but solarization is also funded through savings.

Director Wheeler agreed. That is about $699,000 per year. Our criteria – was a 12.5-year payback.

Councilor Romero-Wirth went back to dimmers to ask if we can actually dim some of them.

JC said the technology is there and the City could decide if and when they would want to activate the dimming on an individual basis.

Councilor Romero-Wirth asked if that would be an additional expense.

JC said no.

Director Wheeler added that the dimming is not generally used. It might be used in a neighborhood that wants it really dark.

JC agreed it is not often used. It is not a technology question but a timing question.

Councilor Romero-Wirth mentioned that for old additions, we can't choose where to put them. So that is what shields are used for. And in the conversion, we might alleviate that problem with shields.

Director Wheeler agreed. The City would use a shield when focus of the light doesn't work well enough.

Councilor Romero-Wirth asked for help to educate us on the color temp and why blue is bad and if the intensity and increased brightness also goes back to watts.

JC said it is both – watts for intensity and Kelvin for the color temperature. There is not one size fits all. Every design is different. Cross layering will be determined when we are under contract with the City.

Councilor Romero-Wirth said on Arroyo Chamiso at Old Pecos Trail we don't want 4000 K, nor on St Michael's Drive. Thanks for all your work on it.

Councilor Garcia asked Ms. McSherry if tonight would be an appropriate time to amend the contract.

Ms. McSherry said it can be amended during the term, and we often do, if it is agreeable to both parties.

Councilor Garcia asked Mr. Kaye if Dahlkia would be open to a clause that says we cannot install above 3000 K, if the Governing Body said we are not going ahead with any lights over 3000 K.

Mr. Kaye said we can address the specific roadways for the best design - but saying none above 3000 would not be appropriate.

Director Wheeler said we have discussed that if the design is nothing more than 3000, we can negotiate that.

Councilor Garcia had no other questions.

Councilor Abeyta asked regarding the lighting design if it would be specific enough to address the many complaints, she gets in District 3 that it is too dark, and the requests for more lights in Tierra Contenta. She did not want a 3000 Kelvin maximum restriction in Tierra Contenta. They have kids who want to be outside especially in the summer.

JC agreed. We have different layers to adjust the wattage and find the sweet spot for each light. And that meets the energy savings guarantee. On the engineering side, it is environment and comfort of the residents to find that sweet spot.

Councilor Abeyta understood other neighborhoods would favor less light. He asked if a 3000 K restriction would prohibit us from doing that.

JC thought so.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve Ordinance 2021-3 as presented.

Councilor Lindell thanked Director Wheeler for the tons of work she has put in on this. She was very respectful of that effort.

Amendment to the Motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to amend the ordinance to extend the work phase from 6 months to 9 months and to engage the public prior to seeking approval by the Governing Body of the lighting design, and converting streetlights to LED.

Discussion on the Amendment

Councilor Romero-Wirth explained the amendment allows the City to do what Director Wheeler spoke to and work on the lighting plan and then could approve the lighting and then go to conversion of streetlights.

Director Wheeler that is exactly what we would like to do.

Councilor Rivera wanted to make sure when this would affect the solar part.

Director Wheeler said it would delay the repayment. Sterling would work with us on it.

Councilor Rivera thanked Director Wheeler for a fabulous job.

Councilor Abeyta noted the amendment is for 8 months. What does it do to installation of the LEDs?

Director Wheeler said they were targeting a two-month delay in installation for engaging the public on the lighting design. That puts installation on August 1.

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

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

Against: None.

Discussion on the Amended Motion:

Councilor Garcia thanked everyone who was involved in this process in moving us forward into a sustainable future. But he had major concerns on what is being proposed with the 4000 Kelvin in particular. He believed Santa Fe could be a leader in energy conservation, as well as protecting our dark skies. This proposal not only diminishes our dark skies but goes against the American Medical Association standards. They have three standards regarding Kelvin lighting. First was to do it in a proper way and safe way. The second is minimizes the blue light and 4000 K is definitely on that blue spectrum. Third, they promote the use of 3000 K or lower. And, as we heard from many constituents, they are fully against 4000 Kelvin. There have even been advisories issued that mention that 4000 K is actually dangerous for drivers. In making these dough decisions we need to follow the path for a leader. Across the country now, 26 cities in eleven states light their cities with 3000 Kelvin or lower. He listed some that have large populations. There has been much discussion around the DOT 4000 Kelvin standard.

He reached out and talked with the State Traffic Engineer and when he told them of Santa Fe's plan and of the community's concerns. The Engineer said DOT takes their safety practices very seriously. In their conversation Mr. Ashburn, said the Department could work with Santa Fe on the Kelvin lighting. He added that the DOT is going to be updating their books and go with as low as 2700 Kelvin. So if we committed to 3000 Kelvin or lower, we would not only be a leader in the State but would join those other cities across the country that are demonstrating safe energy conservation practices while maintaining and protecting our dark skies.

So if we can work with our contractors to ensure maintaining 3000 Kelvin or lower, we would be good. NMDOT is willing to work with us and willing to allow that. We need to maintain a safe community and listen to our constituents. We have been overwhelmed with their concerns here. For us to disregard that now and use the DOT standard doesn't stand anymore. Mr. Ashburn is willing to go with us as low as 2700 Kelvin on State roads. We can do better, and he hoped for his colleague's support with 3000 Kelvin maximum for our City. Studies have shown it is not necessary to follow that 4000 Kelvin standard.

Councilor Garcia had an amendment to introduce but couldn't find it in the packet.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend the motion to insert on page 4, line 18 a new paragraph that reads, "Whereas, the City recognizes the need to regulate outdoor LED lighting in order to preserve dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with Santa Fe,"

He said the basis for this is from Chapter 14-8.9A of the Land Development Code. It is language that we currently have. He just wanted to ensure we continue the practice we currently have in the Code.

Discussion on the Amendment:

Councilor Cassutt-Sanchez asked if this amendment was written into an email. Having it in writing at this very late hour would be very helpful.

Councilor Romero-Wirth said it is in the packet in Prime.Gov.

Councilor Cassutt-Sanchez found it.

Councilor Romero-Wirth understood the language was being taken from our Land Use Code and what we are talking about here are streetlights. What this amendment talks about is a little broader and was not sure if that was intentional. “Outdoor lights” could include a whole host of things. She didn’t know if Councilor Garcia was happy with that the way it was or whether it should say to regulate our streetlights to do all these things. Outdoor lighting is a much broader category and captures way more than just streetlights. She didn’t know if that had impact on the rest of the bill.

Councilor Garcia thanked her for that question. It is in relevance to this ordinance which pertains to streetlighting. If that needs to be clarified, He will make that change.

Councilor Romero-Wirth suggested it should say “Streetlighting” instead of “Outdoor lighting.”

Councilor Garcia agreed with that modification. He would have to withdraw and restate his amendment.

Councilor Romero-Wirth noted it is in two places.

Councilor Garcia explained he just pulled it from the current approved Land Use Code and figured it would be good to go with something we have already approved in the past.

Mayor Webber asked to get Councilor Rivera’s comments first.

Councilor Rivera pointed out that Councilor Garcia’s amendment has nothing to do with Kelvin, which he just talked for three minutes about. So he was not sure how the amendment fixes what he talked about = how it fixes the 3000 Kelvin concern.

Councilor Garcia thanked him for the question and agreed, unfortunately that it doesn’t fix that. WE would have to modify the contract to ensure the contractor did not go above 3000 Kelvin. This is more to ensure we are working with this new lighting system that we are working toward protecting our dark skies. It is a huge concern in our community that we are not going to be able to walk out of our front doors and see the stars. It’s night and day. “Next time you are in Albuquerque, look up and see how many stars you see. And then when you get home, look up and see how many stars you see. It is a completely different state and the concerns we have heard from our neighbors is that they do not want to lose that dark night sky.

We’ve got to remember to be great neighbors, as well, and concerned with our environment. We are not only polluting the night sky with our lighting for the City, but for the surrounding communities as well.

Councilor Garcia said that he completely understood but did not see how this amendment addresses his overall concern. He would leave it at that.

Councilor Villarreal asked for Councilor Garcia to tell her where this is being placed.

Councilor Garcia said it would be inserted on page 4, line 18 of this ordinance. We are working on the ordinance that approves the contract and the language would be introduced into the ordinance.

Councilor Villarreal just needed to figure out where it would be placed in the ordinance.

Mayor Webber asked Councilor Garcia if it was it worth dwelling on it. The language is very aspirational. “What do you see as the actual consequence of putting this into the ordinance? What is the impact? What does it do?

Councilor Garcia said the impact shows as we are implementing this new lighting system, we would do all we can to preserve our dark night skies. That was why it was a whereas, telling the story and not having the immediate action in the be it resolved section.

Mayor Webber clarified that it is an aspirational statement. It doesn’t prescribe anything.

Councilor Garcia agreed it does not.

Mayor Webber asked if Councilor Garcia was going to make a change per Councilor Romero-Wirth’s comment or happy with the way he presented it.
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Councilor Garcia was happy to make that slight adjustment and withdrew his motion and Councilor Vigil Coppler withdrew her second.

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend the motion to insert on page 4, line 18 a new paragraph that reads, “Whereas, the City recognizes the need to regulate streetlighting in order to preserve dark skies, reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate streetlighting in keeping with the character of Santa Fe, and…”

Discussion on the Amendment:

Councilor Villarreal asked Councilor Garcia which whereas it is between, commenting that the line didn't make sense to her.

Councilor Garcia didn't have it in front of him, Page 4, line 18. He asked what whereas before it was.

Mayor Webber read it for her.

Councilor Villarreal asked why he put it there. It didn't make sense to her.

Councilor Garcia said he had followed Mr. Guillen's suggestion but was willing to put it somewhere else.

Councilor Villarreal guessed she didn't know where else it would go. So okay.

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

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

Against: None.

Further Discussion on the main motion as amended:

Councilor Garcia said he wanted to reiterate, now that we have confirmation from NMDOT that we don't have to install 4000 Kelvin, he would really urge his colleagues to investigate what would be most beneficial for us for our City, to look at the areas scheduled for 4000 Kelvin and take that into consideration.

Councilor Lindell asked if Councilor Garcia could go back to his source for that and get that in writing for the Governing Body.

Councilor Garcia did have it in writing and spoke with Mr. Ashburn this morning about what we were doing, what our options were, and he was really supportive. He offered to read it aloud.

Councilor Lindell said she did not need it read to her and asked him just to send it around to us.

Councilor Garcia agreed to distribute that.

Councilor Romero-Wirth urged a little caution. She thought speaking to one person at NMDOT probably does not have the complete authority for a carte blanche to do what we want. She appreciated the sentiment. She asked who has the authority over there to be responsive to the folks sending us emails. The 3-month period in the lighting design plan will help us determine our actual needs and whether 4000 K makes sense anywhere. But the next three months would tell us that.

Councilor Garcia, on that point, said this is the State Traffic Engineer he talked with and didn't' want to call into question his credentials.

Ms. McSherry discouraged forwarding emails to each other. Certainly, the standards of NMDOT could change their rules and maybe this engineer knows something about their intention to change the rules, but they would need to change them.

Councilor Garcia felt he should read his email aloud. "After my conversation with Mr. Ashburn this morning, I said, thank you for taking the time to meet with me this morning. Regarding our conversation, you confirmed for me that the City of Santa Fe can request a special provision to install lower than 4000 Kelvin on DOT roadways that are in Santa Fe as long as they are equal in performance. You also mentioned that you would be updating the specs for highway and bridge construction manual to accommodate such provision requests. Please let me know if I understood our conversation correctly. Thank you again for the time you provided me today."

And he wrote back that he understood that we are planning to upgrade fixtures on DOT roads. "You have responsibility for maintenance on lighting. The following applies to these facilities. All LED fixtures of equal or better performance to replace any high-intensity discharge may be installed. They need to provide the following:

A. Adhere to ANSI/ISNARP-8 Guidance.
B. Provide equal or better average minimum lumen requirements for the ratios for the given facilities. Refer to the lumenence in chart RP-8. Fixtures must be an NMDOT approved product list, or an accepted fixture that has been certified for Santa Fe by Federal Highway Administration for federally funded projects.
D. Newer retrofit fixtures are acceptable.
E. Adhere to NMDOT specifications. Refer to discussion #2.
F. Dark Sky Compliance #2 – LED fixture color temperature may be at 2700 Kelvin. NMDOT will average color temperature as an option to 3,000 Kelvin, 3500 Kelvin, and 4000 Kelvin in our specification. 3 – This specification will be at City of Santa Fe's expense."

So it provides clear confirmation that he would approve it.

Mayor Webber said it would have been generous to share that with us so we could digest it and could have invited him to be present this evening.

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

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

Against: None.

c. CONSIDERATION OF BILL NO. 2021-3. ADOPTION OF ORDINANCE NO.2021-4. (Mayor Alan Webber, Councilor Lindell, and Councilor Rivera) An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

Ms. Bustos-Mihelcic read the caption for this item.

STAFF PRESENTATION

Director Wheeler presented this matter to the Governing Body. She explained that this one is about a 3 MW solar project with LED lighting in which the Governing Body is solarizing every City facility feasible. Thanks to the Governing Body's leadership in the City initiative. It was the #1 request to the State Legislature years ago. We have Alex Montaño here who has been working hard on this project for almost two years, and Karen Gross, who has been the Project Manager, facilitating all the many steps for the industry grade audit. The solar array is a State designed project, and they certify our savings which is very attractive. We added a new due diligence phase to really make sure the solar project would be approved by PNM and all has been approved for interconnection, including land agreements for the public array and it is shovel-ready.

PUBLIC COMMENTS

There were no public comments.

QUESTIONS FROM THE GOVERNING BODY

There were no questions from the Governing Body.

ACTION OF THE GOVERNING BODY:

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve Ordinance 2021-3 as presented.

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

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

Against: None.

d. CONSIDERATION OF BILL NO. 2021-4.ADOPTION OF ORDINANCE NO. 2021-5. (Mayor Alan Webber, Councilor Lindell, and Councilor Rivera) An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

STAFF PRESENTATION

Manager Fluetsch presented this matter to the Governing Body. He said he has been working with G A Davidson as a placement agent. They put out, for all the streetlights and solar panels, that need to be purchased with a

creative finance scheme that does not use GO Bonds or GRT Bonds. We will finance this entire project with the energy savings. We looked at 15-year or 18-year lease agreement with municipal advisors – Hilltop Securities. Sterling Bank was first choice for both the 15-year and 18-year category and determined that nearly a third of the payments are made in the last three years. So the Finance Department decided because inflation rates will go higher. The net present value difference between the 15-year and 18-year term was only $150,000 on a $10 million deal and we firmly believe that we would make that up. Money will not be worth what it is today in 18 years from now. It is a good package.

PUBLIC COMMENT

There were no public comments.

QUESTIONS FROM THE GOVERNING BODY

Councilor Vigil Coppler noticed the escrow agreement in the attachment appears to be a draft. She asked who the escrow company is.

Manager Fluetsch said it is Sterling Bank. They have the money and will pay the purchase and installation costs. They have control of the money and will assure the solar is purchased and installed.

Peter- Franklin said Manager Fluetsch is correct. Sterling Bank is acting like a Construction Lender and releasing money as payments are due.

Councilor Vigil Coppler asked where Sterling Bank is located.

Mr. Franklin thought they are located in Kansas City.

Councilor Vigil Coppler said this Council has gone on record as believing in public financing and that should go along with local banks or credit unions or local institutions. She asked how Sterling Bank was chosen.

Manager Fluetsch said the placement agent, G A Davidson, put together a schedule of savings which was about the same amount needed to build out the project and gain the savings. They shopped several their banks including Century Bank, who was a bidder on the project. And they go out to solicit for those who want to put up the $ 20 million for purchase of the equipment for the City and own the equipment for the City and get paid back over the next 18 years. Three banks submitted for the 15-year payback and two institutions submitted for the 18-year payback. Sterling submitted in

both 15 and 18 months and had the lowest interest rate - the cheapest money.

Councilor Vigil Coppler asked where it was advertised.

Manager Fluetsch said G A Davidson solicited but did not advertise. They solicited their best people (a list of clients) who bid on types of deb t instruments. They also solicited at New Mexico banks.

Councilor Vigil Coppler asked if they solicited Federal Credit Unions.

Manager Fluetsch didn't know, but thought it was too esoteric for them to bid on.

Councilor Vigil Coppler what size of assets Sterling Bank had.

Mr. Franklin didn't know specifically but Sterling Bank has done several such transactions in New Mexico. They are private placements – not publicly traded, so they have experience with this type of deal.

Councilor Vigil Coppler said she asked because she has good knowledge of Credit Unions in New Mexico and knew this is not a project some would be interested in but probably some locally would. It doesn't seem like that was pursued.

Councilor Villarreal asked if Albuquerque used Sterling Bank.

Director Wheeler did not know, but we knew we could get better financing.

Mayor Webber said Albuquerque used Citibank.

Councilor Villarreal pointed out that it would work better if we had a public bank for circulation back into the community. She didn't know enough about federal credit unions. But the usual suspects get told about the opportunities first and smaller partners get left out. So we get to be told what is available in this action.

ACTION OF THE GOVERNING BODY:

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve Ordinance No. 2021-5 as presented.

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

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

Against: Councilor Vigil Coppler.

Mayor Webber said there were many emails and a lot of input on this. Director Wheeler had no defensive posture, always answering questions, never arguing and always being transparent. She was exemplary in engaging the public.

Councilor Vigil Coppler asked if when the Council amended the agenda, was the executive session to be done last.

Mayor Webber agreed and we have additional work before the executive session and probably will have to extend the cutoff time.

12. MATTERS FROM CITY MANAGER.

There were no matters from the City Manager.

13. MATTERS FROM CITY ATTORNEY

Mayor Webber asked if the executive session was essential.

Ms. McSherry said it is up to the Governing Body. There is update on potential negotiation.

14. MATTERS FROM CITY CLERK

Ms. Bustos-Mihelcic noted a few minor changes on liaisons. For transparency, she would like to give more notice for our meetings. The upcoming public hearings to give more notice. The first contracts are available for public viewing. That's all.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Vigil Coppler said what has been on everyone's mind – where is the statue of Don Diego now?

Mayor Webber said the statue has been moved to a secure City facility where it should have been all along and no longer out with the individual who was keeping it previously.

Councilor Vigil Coppler mentioned the late audit and she referred to an email received at 3:47 pm today. It doesn't say the audit is three months late. It has not been reported in any meeting she was aware of. She learned it from the BDD auditors and at SWAMA, and those are different from the City Auditors. We were told that BDD and SWAMA audits would also be late.

The notice was at 3:47pm and that is not transparent and somewhat of a coverup. Other cities were impacted by COVID and they are not blaming COVID for any lateness. She thought this was the third year Santa Fe is late. But she was most concerned to be hearing it from the State Auditor. She has sat in on some Finance Committee meetings and it is almost worse when not being reported. Councilors should be the first to hear that news. It is a miscarriage or our roles. There is no opportunity to discuss it or ask questions and it affects organizations other than the City Council and the notice just adds insult to injury. She said she was not a happy camper about it. She hoped there could be proactive, up-front notice to the Governing Body. She felt disrespected in her role. "Never do you want to hear an outside organization telling us it will be in newspaper tomorrow morning."

MOTION TO EXTEND DEADLINE

Mayor Webber asked for a motion on the desire to go beyond 11:30 pm.

MOTION: Councilor Garcia moved, seconded by Councilor Lindell, to suspend the rules to allow the Governing Body to go beyond 11:30 pm.

Discussion on the Motion:

Councilor Cassutt-Sanchez was curious if our exec session needs to g dealt with tonight.

Mayor Webber said the meeting will go past 11:30 anyway.

Ms. McSherry said the Governing Body doesn't have to meet it if you would like input on next steps - part of the decision on the NMTRD lawsuit.

Councilor Vigil Coppler asked Ms. McSherry if it would be possible to extend to Councilors by email or if she wanted feedback.

Ms. McSherry aid she could but there would not be any conversation among yourselves.

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

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

Against: Councilor Rivera Councilor Romero-Wirth and Councilor Villarreal.

Further Communications with the Governing Body:

Councilor Abeyta had none.

Councilor Garcia gave a shout-out to our workers removing snow. They are keeping the streets clean for safety on the roads. He once again was calling for a work session on Affordable Housing opportunities and how to fund the Trust Fund. The time is right, and we need to make some major decisions on it.

He wanted to reply to the comment on the email from the State Engineer. He felt that was really out of line. He had reached out to one of our Staff members when they told him the 4000 Kelvin was non-negotiable. He took it upon himself to call this morning and had a great conversation with the State Engineer. But he didn't receive the confirmation in writing back until just before the meeting. So he felt it was best to share it in the open meeting. That seemed to be the best way to have everyone know. He was disappointed with the slight that was pushed in his direction. He said his comments were not made to slight Staff, but we must do everything to protect City business. It was unfortunate to have passive aggressive comments passed in his direction. "I will always work with everyone. My hand is always extended to work and collaborate with all of you."

Councilor Villarreal said to Councilor Rivera that she voted no on extending the time, but it was no big deal. She wished happy birthday to her 13-year-old nephew.

Also she requested Councilor Abeyta, as Chair of the Finance Committee or in executive session for an update on the audit and the plan to complete what needs to be completed. It is frustrating to get an email from the Auditor when we should have talked about it earlier, even if only in executive session for whatever reason. She agreed with her colleague about that.

She would also like a work session on Affordable Housing to get on the same page. She appreciated the presentations in committees, but she wanted to see more on prioritization and how we can go forward on financial

strategies and whether we need to place that on the ballot instead of working in silos.

She mentioned that the Community Development Commission which she shares will have their applicant review for all those who apply for the Affordable Housing Trust Fund monies and CDBG grant monies. Those presentations that nonprofit partners who are applying are open to the public. On March 3 in the morning it can be accessed through Zoom. The deliberations on them are closed to the public though. The application deadline was today. She didn't know how many applications there would be but was sure there will be a lot. The City never has enough money to give out. She asked her colleagues to contact her or Director Ladd with questions.

Councilor Cassutt-Sanchez said the audit was mentioned in Finance, so it was not a surprise to her. But she wanted to put on the records that it was not something she approved of and had discussions in Finance about it. She had a wonderful week with City staff on many issues and just thanked them all for the hours they spend explaining things. It is so beneficial to her.

Councilor Rivera thanked Mary McCoy for attending the constituent meeting we had last night in our district. He asked if the City Manager could pass that along to her. Lastly, she wanted to ask the City Clerk, with so much chatter on social media about the City contracting out for election services and wanted to know if that is accurate information. He thought he would go to the source.

Ms. Bustos-Mihelcic said she has been working on it. There are small allocations for it in past years. She has not asked anyone or looked at it at all and hoped that answers the question.

Councilor Rivera said okay and commented that social media gets a lot of input from constituents.

Councilor Romero-Wirth had nothing.

Councilor Lindell applauded the great job City crews did on the roads for this unexpected snow dump. She lives on Gonzales Road and they did a tremendous job. Her trash pickup day is on Tuesday on a cul de sac that does not get plowed. But the way they maneuvered the truck on it on Tuesday morning was awesome and amazing and she stood out there and applauded them then. So a big shout out to those who worked outside on Tuesday. It is a tough job and super stressful. So thanks to entire City crew.

Mayor Webber gave thanks for Joe at the Interfaith Shelter who is retiring. He is such a willing advocate and partner. Many of us have volunteered at

the shelter and Joe has saved probably more than a few lives. He thanked Joe for his amazing work. He retires in about 30 days and it is time for us to send him thanks with words of praise for his journey to end homelessness in the City.

EXECUTIVE SESSION

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 a Party, Including, but not Limited to, Albuquerque City of, et al., v. New Mexico Taxation and Revenue Department, et al., D-202-CV-2018-08036, Regarding Historic Calculations and Distributions of Gross Receipts Taxes. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to go into executive session to discuss the items on the agenda as recommended by the City Attorney.

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

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

Against: None.

The Governing Body went into executive session at 11:38 pm.

The Governing Body returned to open session at 11:53 pm.

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to come out of executive session, stating for the record that the discussion was limited to the items listed on the agenda.

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

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

Against: None.

20. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:55 p.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristin Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
February 24, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on February 24 2021 beginning at 11:40 p.m.

The following was discussed:

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 a Party, Including, but not Limited to, Albuquerque City of, et al., v. New Mexico Taxation and Revenue Department, et al., D-202-CV-2018-08036, Regarding Historic Calculations and Distributions of Gross Receipts Taxes. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually)
Councilor Cassutt-Sanchez (Attended Virtually)
Councilor Garcia (Attended Virtually)
Councilor Lindell (Attended Virtually)
Councilor Rivera (Attended Virtually)
Councilor Romero-Wirth (Attended Virtually)
Councilor Vigil Coppler (Attended Virtually)
Councilor Villarreal (Attended Virtually)

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Alexis Lotero, Budget Officer (Attended Virtually)
Mary McCoy – Finance Director (Attended Virtually)

There being no further business to discuss, the executive session adjourned at 11:51 p.m.

Kristine M. Mihelcic, City Clerk

Written Report to Governing Body

Time Period Covered: 2/4/21 to 2/17/21

1. POLICE DEPARTMENT

Covid Info Calls 2/17/2021-3/3/2021

No Covid Info calls to report during this time period.

Covid Mask Calls 2/17/2021-3/3/2021

1. 2/21/2021 @ 1:34 pm- COVID MASK Rock Castle Ln/Big Sky Rd
   Report of a big party on Rock Castle around 9 cars.

   Per officer, no contact. No report required.

   Time Received 1:34pm

   Dispatched 5:45pm

   Arrived 5:56pm

2. 2/7/2021 @ 10:58am- COVID MASK Rodeo Rd/Yucca St
   Report of 4-5 city workers not wearing masks.

   Per officer, area was checked and officer did not observe any city workers working in the area. No Report Required.

   Time Received 10:58am

   Dispatched 11:04am

   Arrived 11:05am

3. 3/2/2021 @ 10:15am- COVID MASK 801 W San Mateo (Sangre de Cristo Water Company)
   Report of workers not wearing masks.

   Per officer, no contact. No report required.

   Time Received 10:15am

   Dispatched 10:28am

   Arrived 10:34am

Average Dispatch time (From Call to Officer Dispatched)

- COVID Mask 1hr 29 minutes

Average Response time (Dispatch Officer to Arrival at Location)

- COVID Mask 4 minutes

COVID Mask Citations to Date

- 22 Citations Issued
    - 10 Citations
    - 12 Warning Citations
        - Of the 12 warning citations two (2) were Public Health Order Warning Citations issued by Bike Officers during Operation for Your Health and Safety.
    - 9 of the 22 citations are related to Operation for Your Health and Safety

Repeat Call locations (Since 12/16/20):

- 301 W DeVargas (Department of Labor Park area) 3 Calls
- 1221 Flagman Way (Gym) 2 Calls
    - Both calls, business was determined to be in compliance.
- 66 E San Francisco St (Plaza Galeria) 2 Calls
    - No information provided in either call
- 3695 Cerrillos Rd (GreenTree Inn) 2 Calls
- 7401 Cerrillos Rd (Lithia Dodge) 2 Calls
- 600 North Guadalupe (Market Street) 2 Calls

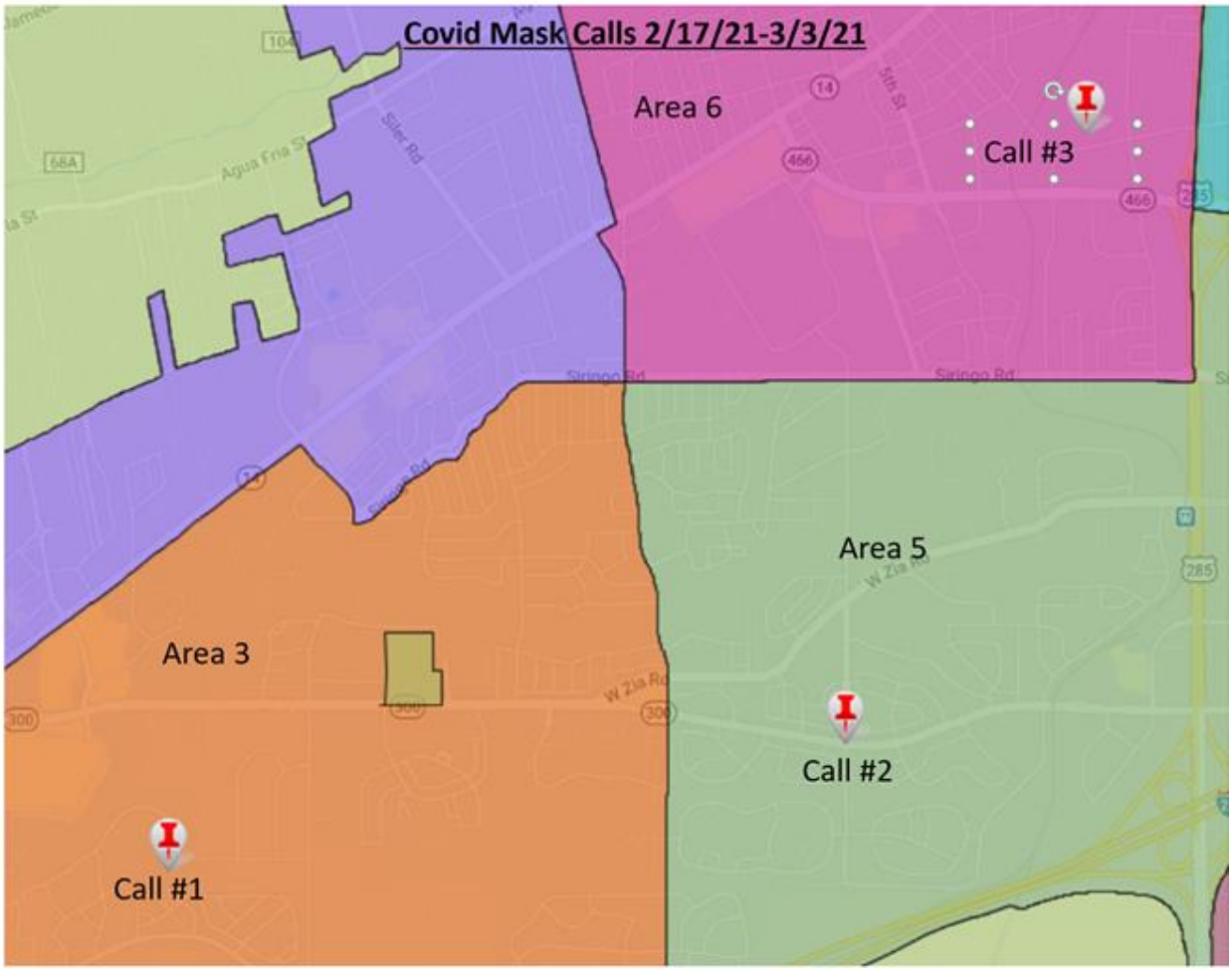
Operation for Your Health and Safety-Stats, Feb. 1-28, 2021

Enforcement:

- **Total Non-Traffic Citations issued: (09)**
    - Written Warnings: 08
    - Municipal Court: 01
- **Total City Ordinance issued: (07)**
    - Use of Face Covering 20-7
- **Total NM State Statute: (02)**

- New Mexico State Public Health Act (Order) 24-1-12

- **<u>Court Citations Issued To:</u>**
  - Municipal Court: (01)
  - Magistrate Court: (0)



2. Fire Department

(time period 02/15/2021 0900 – 03/04/2021 1600)

1. Number of calls related to COVID-19:

   a. **9** incidents known or suspected to be COVID-19 related.

   b. The SFFD COVID-19 dedicated ambulance responded to **6** calls total, **4** of which were documented as known or suspected to be COVID related.

2. Number of transfers to and from the Santa Fe Regional Airport to area hospitals:

   a. **6** transfers, **none (0)** of which were documented as COVID-19 related.

3. The County or State of origin (by residence) for each of the transfers:

NAVAJO	NM	87328
THOREAU	NM	87323
ZUNI	NM	87327
PENASCO	NM	87553
SANTA FE	NM	87505

• **23** transfers: **7** documented as COVID-19 related. c. The County or State of origin (by residence) for each of the transfers:

1. HUMAN RESOURCES

A. <u>Number of new positive cases among City employees since the previous report, categorized by City department:</u>

Department	Number of Cases Reported February 19, 2021-March 4, 2021
Public Works Department	**1**
Police	**1**
Total	**2**

B. <u>Number of cumulative positive cases among City employees since March, categorized by City department:</u>

As of March 4, 2021:

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	7	7
Finance	0	3	3
Fire	0	23	23
General Government	0	2	2
Human Resources	0	1	1
ITT	0	1	1
Land Use	0	1	1
Police	0	15	15
Public Utilities	0	20	20
Public Works	0	26	26
Recreation	0	5	5
Tourism	0	3	3
Grand Total	**0**	**109**	**109**

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:

When the City HR Department becomes aware of a positive case, the HR team completes a thorough exercise with the employee who has tested positive to identify if the employee was at a City facility or worksite and if yes, when. If the employee was at a City facility or worksite, the department works with HR and the City Manager to determine if a closure is necessary. The area is cleaned and sanitized in addition to the regularly scheduled cleaning and sanitizing schedule.

C. City buildings that were closed as a result of any positive cases:

Municipal Court was closed due to a positive COVID-19 case in July 2020.

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

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26
August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31

September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84
December 26, 2020 - January 8, 2021	1/15/2021	28	1092	$ 21,369.05
January 9, 2021 – January 22, 2021	1/29/2021	18	507.75	$ 10,694.64
January 23, 2021 – February 5, 2021	2/12/2021	11	351.5	$ 6,387.89
February 6, 2021- February 19, 2021	2/26/2021	17	679	$ 12,001.21



4. **EMERGENCY MANAGEMENT & SAFETY**

Regarding availability of PPE for City employees, below are the items we have in stock for City distribution as well as what has been distributed in this two-week time period. Safety has transferred all cleaning products to City Facilities for their use throughout City sites.

Updated on 3/5/2021

Item	Box Count	Box Quantity	Total	Distributed	Remainder
Cotton Masks			2571	100	2471
KN95s			2040		2040
IR Thermometers			6		6
Face Shields			1022	2	1020
Nitrile Gloves (Medium)	36	1000	36000	25000	11000
Nitrile Gloves (Large)	40	1000	40000	28000	11000
Face Shields (Velcro)	20	50	1000		1000
Hanes Masks	10	500	5000	2000	3000
ProPac Surgical Masks	8	272	2176	4	2172
Caution Tape	18	12	216	26	190
N95 Makrite Respirator	24	480	11520	1	5759
N95 3M	22	160	3520	3250	0

City of Santa Fe New Mexico
Memorandum

Date: March 5, 2021

To: Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

Via: Jesse Roach, Water Division Director JR

From: Christine Chavez, Water Conservation Manager CC

RE: Bee City USA Affiliate Program

EXECUTIVE SUMMARY:

The Bee City USA Resolution creates the opportunity for the City to partner with 22 internal and external partners to support bee pollinator habitats in the City of Santa Fe. This project is in alignment with the City's new "TreeSmart Santa Fe" initiative.

BACKGROUND:

The City's Water Conservation section was approached by several organizations for support in designating the City of Santa Fe as a Bee City USA. There are several requirements for the application to be made including that a committee has to be formed to fulfill the requirements of the program which include a public outreach event, an Integrated Pest Management Plan adopted by the City (a requirement that has already been met), and signage requirements across the City informing our residents of designated pollinator habitats. The Randall Davey Audubon Center has volunteered to facilitate a committee process where a representative from the Water Conservation section will serve as the liaison from the City. Many community partners will help support the program on various fronts. This is a unique opportunity for the City to partner extensively with the community to promote, protect, and establish native pollinator habitats within City parks, in water conservation demonstration gardens, and on residential and commercial properties. The efforts align with the Santa Fe Water Conservation section's goal of establishing a plant list that not only supports these habitats but also saves water. The project is listed on the Water Conservation section's 2021 scorecard and funding has already been allocated in this fiscal year to support the project. The project also aligns with Parks Division's goals listed in the proposed 2018 Parks, Opens Space, Trails, and Recreation Master Plan and the City's Sustainability Plan. It also supports the objectives of the City's Integrated Pest Management Policy (SFCC 1987, Section 10-7).

Supporting Non-Profits & Groups

- National Audubon Society

- Santa Fe Botanical Garden
- Santa Fe Garden Club
- Native Plant Society
- Institute of Applied Ecology/Santa Fe
- Santa Fe County Extension Master Gardeners
- Historic Santa Fe Foundation
- Buckin' Bees
- Sangre de Cristo Beekeepers Association
- Edible New Mexico
- Railyard Park Conservancy
- Santa Fe Farmer's Market
- Natural Resource Institute NM, Sierra Club
- Santa Fe Green Chamber of Commerce
- Santa Fe Watershed Association

Supporting Agencies

- City of Santa Fe Water Conservation
- City of Santa Fe Parks & Recreation Department
- City of Santa Fe Environmental Services Division
- Santa Fe County Parks & Trails
- Santa Fe Public Schools
- Santa Fe Community College

ACTION REQUESTED:

Adopt the Resolution as presented

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

Councilor JoAnne Vigil Coppler

Councilor Signe I. Lindell

A RESOLUTION

DESIGNATING THE CITY OF SANTA FE, NEW MEXICO, AS A BEE CITY USA AFFILIATE.

WHEREAS, the mission of Bee City USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, the residents of the United States have very diverse dietary choices, rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for

pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management ("IPM") is a decision- making process for managing pests that uses monitoring to determine pest injury levels and primarily uses cultural, mechanical, physical, and biological tools to minimize health, environmental, and financial risks.

WHERAS, the IPM method uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests and uses the least toxic synthetic pesticides only as a last resort to manage pests; and

WHERAS, the preservation of historical and cultural landscapes and traditions is a long standing and defining value of Santa Fe, and pollinators, native plants, and agriculture are intrinsic components of preservation; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, the application process to be designated a Bee City USA requires that a committee be formed to handle the various aspects of the program; and

WHEREAS, the Randall Davey Audubon Center has volunteered to facilitate the administration of the ad-hoc committee with one City of Santa Fe ("City") representative serving

as a member of the committee and as a liaison to the City; and

WHEREAS, a City representative is needed to serve as a liaison to the committee to provide input and expertise as it relates to City functions; and

WHEREAS, the designation of the City as a Bee City USA affiliate aligns with the City's "TreeSmart Santa Fe" initiative; and

WHEREAS, broad community support for the designation exists from many outside non-profit organizations and other groups.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Santa Fe chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The City, Water Conservation Section, is hereby designated as the Bee City USA sponsor and will coordinate with the Santa Fe Bee City Committee to achieve the goals of conserving native pollinators.
2. The Water Conservation Section is designated as the City's Bee City USA Liaison to the national Bee City USA organization.
3. The City recognizes the Randall Davey Audubon Center as the host and facilitator organization for the Santa Fe Bee City USA program and the Santa Fe Bee City Committee.
4. The Santa Fe Bee City Committee is encouraged to accomplish the following initiatives:
    a. **Celebration**. Host at least one educational event or pollinator habitat planting or restoration each year to showcase the City's commitment to raising awareness of pollinator conservation and expanding pollinator

health and habitat.

b. **Publicity and Information**. Install and maintain at least one authorized Bee City USA street sign in a prominent location; create and maintain a webpage including, at a minimum, a copy of this Resolution and links to the national Bee City USA website; contact information for Santa Fe's Bee City USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and Santa Fe's recommended native plant species list and integrated pest management plan (explained below).

c. **Habitat**. Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, identifying and inventorying the City's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees; a listing of local suppliers for those species; and tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.

d. **Pollinator-Friendly Pest Management.** Adhere to the City's Integrated Pest Management (IPM) Policy (Section 10-7, SFCC 1987) which is designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods on City property.

e. **Renewal:** After completing the first calendar year as a Bee City USA affiliate, each February, apply for renewal of the City of Santa Fe's Bee City USA designation following the format provided by Bee City USA, including a report of the previous year's Bee City USA activities, and

paying the renewal fee based on the City's population.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Designating Bee City Affiliate

FIR No. 3312

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Designating Bee City Affiliate

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities (Water Conservation) and Public Works (Parks Division)

Staff Completing FIR: Christine Chavez Date: 2/4/2021 Phone: 955-4219

Reviewed by City Attorney: _____ Date: Mar 8, 2021

Reviewed by Finance Director: _____ Date: Mar 6, 2021

Summary:
The City's Water Conservation office was contacted by multiple partners to try to gain support for completing the application process to make the City of Santa Fe a Bee's City, USA. The proposed Resolution will help coordinate the efforts of the Parks Division and the Water Conservation office's efforts to recommend native plants that not only use less water but also provide habitats for native pollinators. The Parks Division already has some habitats established and have chosen plants that continue to provide habitats. The Public Utilities Department, Water Conservation Section, will promote similar planting recommendations through www.savewatersantafe.com. The project has gained the support of many community organizations noted in the memo.

Departments Affected:
Public Utilities Division (Water Conservation section) and the Public Works Department (Parks Division)

Consequences of Not Enacting Legislation:
An opportunity has presented itself for the Parks Division and the Water Conservation Section to work collaboratively with many other organizations to promote a recommended native plants list that not only saves water but also supports habitats for native pollinators. The Parks Division and the Water Conservation office already have plans in place to plant these plants and recommend them to the public, but the collaboration will allow for more cohesive messaging and collaboration with other City departments and community groups.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
One of the requirements of the Bee's City, USA application is to implement an Integrated Pest Management (IPM) plan, which the City has already established in SFCC 1987 Section 10-7.

Performance and Administrative Implications:
The project will allow for Parks and Water Conservation to work collaboratively with other partners in the community on projects that overlap with this initiative.

Fiscal Implications:
Both Water Conservation Section and Parks Division have already established in their budgets funding for the planting of compatible plants. This project will allow for the Section and Division to collaborate, which will increase the City's opportunity to leverage each other's efforts of both. The work for this project has been identified in the 2021 Water Conservation scorecard as well as in the City of Santa Fe Parks, Open Space, Trails and Recreation Master Plan.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Christine Chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

Consideration of Resolution No. 2021-__: A Resolution Designating the City of Santa Fe, New Mexico as a Bee City USA Affiliate. (Councilor Romero-Wirth) (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov, 955-4219)

Committee Review:
Quality of Life Committee: 3/3/21
Public Works and Utilities Committee: 3/8/21
Water Conservation Committee: 3/9/21
Governing Body: 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent. Councilor Cassutt-Sanchez wishes to be added as cosponsor.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Water Conservation 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 03/08/2021
ISSUE NO. 8f CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal) A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 02/8/21 Governing Body: 02/10/21 Finance Committee: 02/15/21 Governing Body: 02/24/21 Public Works and Utilities Committee: 03/08/21 Governing Body: 03/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 02/15/21
FOR CITY COUNCIL MEETING OF 02/24/21

o) CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 2/15/21
Governing Body: 2/24/21

FINANCE COMMITTEE ACTION:

Approved on Discussion with intention to amend language and new FIR

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 02/08/2021
ISSUE NO. 8L Consideration of Resolution No. 2021-__: A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Councilor Vigil Coppler, Councilor Garcia, Councilor Villarreal, and Councilor Cassutt-Sanchez) (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303; Rich Brown, Economic and Community Development Director: rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 2/8/21 Governing Body: 2/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 2/10/21 Governing Body.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

10. CONSENT CALENDAR

k. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Gar Councilor Villarreal)

A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

Name: Stefanie Beninato
Comment - 02/24/2021 11:15 AM: (For)
TOTALLY The public needs to know and will only know ahead of time if it is a required Council agenda item The public hearing later on as per Santa Fe Clay bldg is too late.

Name: Stefanie Beninato
Comment - 02/24/2021 11:53 AM: (No Vote)
YES public needs to know and so does Council. The only way that happens is with an action item on Council well BEFORE a public hearing to avoid the Santa Fe Clay situation

City of Santa Fe New Mexico
Memorandum

Date: February 5, 2021

To: Public Works and Utilities Committee

From: Rich Brown, Director, Community and Economic Development Department RB

RE: Resolution requiring Governing Body approval prior to announcing City real property for sale.

ITEM AND ISSUE:

This Resolution will require staff to make a presentation to the Governing Body and have the Governing Body vote before announcing City real property for sale. This resolution does not set a minimum threshold to trigger a public presentation prior to announcing a piece of City real property for sale, but requires that staff present their reasoning for selling property in public before announcing City real estate is for sale. The FIR explores what this means for staff time to start making public presentation during the discussion portion of the agenda. This Resolution does not prohibit executive session, which would be helpful should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., which need to be frankly discussed before a public offering notice is made.

Note: Current practice is that all land and property assets subject to public offering for sale are discussed with the Governing Body during an executive session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property a resolution and purchase agreement are brought to the Governing Body for a public hearing as required by statute, and any sales over $25,000 are subject to a referendum period. This new process would require two public presentations for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process that is required by statute.

BACKGROUND AND SUMMARY:

Historically, Asset Development (now part of the Community and Economic Development) has monitored and assessed all land and parcel assets of the City. This includes the monitoring and managing of most, if not all, City-leased property assets.

Recently, Councilors on the Governing Body expressed dismay that disposition strategies for land parcels which are targeted for public offering for sale were discussed in a closed, Executive Session. The reason that staff have sought to discuss issues and potential strategies and approaches during executive session to this point is to allow candid discussion of potential legal issues and avoid losing potential leveraging of sales values through sales strategy, while also gaining feedback from the Governing Body on the recommended path to public offering.

Approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration.

ACTION REQUESTED:
Staff recommends moving forward with this Resolution, since it retains the option to discuss sensitive issues in Executive Session. The ongoing ability to hold an Executive Session, if needed, will allow the City to avoid telegraphing any competitive advantages or potentially ongoing litigating issues before launching an approved public offering.

ATTACHMENTS:

Resolution
Fiscal Impact Report

SUBSTITUTE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and in evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

strategy for the use of City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as “for sale” at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and, in most circumstances, a waiting period during which the sale is subject to a voter referendum, is required for an offeror to purchase City property; and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and to the West of US 285; and

WHEREAS, several other City-owned land and real property may soon be listed as "for sale" on the website; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the disposition or sale of City-owned land or property transparently and in front of the public, during a public meeting unless doing so would harm the City's ability to leverage the competitive value of real property; confidential market strategy is not a factor; there are no reputational interests at stake; relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to announcing any City-owned land, building, or other real property as "for sale", the Governing Body must approve a recommendation to do so, after a presentation by City staff during a public meeting, describing why staff members recommend that the City announce the land or other real property as "for sale."

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

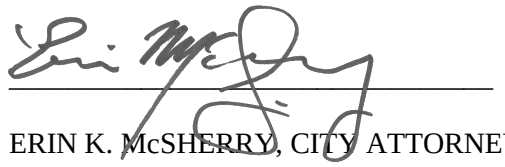
_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
GB Approval for Offering of Public Land for Sale

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 4 ***strike*** "disposition or"
2. On page 2, line 5 after "land" ***insert*** ", buildings,"; after "or" ***insert*** "other real"; and ***strike*** "unless" and ***insert*** in lieu thereof "if"
3. On page 2, line 6 after "would" ***insert*** "not"; and after "property;" ***insert*** "when"
4. On page 2, line 7 after "factor;" ***insert*** "when"; and after "stake;" ***insert*** "when"
5. On page 2, line 8 ***strike*** the period and ***insert*** in lieu thereof "; and"
6. On page 2, line 9 ***insert*** the following new paragraph:
   "**WHEREAS,** the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property."
7. On page 2, line 11 after "property" ***insert*** "that has a value that exceeds $25,000"
8. On page 2, line 14 ***insert*** the following new paragraph:
   "**BE IT FURTHER RESOLVED** that the requirement to make a public presentation does not preclude an executive session regarding a recommended sale."

Respectfully submitted,

_____
JoAnne Vigil Coppler, Councilor

_____
Michael D. Garcia, Councilor

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

JVC-MG-RV REDLINE

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and, in most circumstances, a waiting period during which the sale is subject to a voter referendum, is required for an offeror to purchase City property; and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and to the West of US 285; and

WHEREAS, several other City-owned land and real property may soon be listed as "for sale" on the website; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the [~~disposition or~~] sale of City-owned land, buildings, or other real property transparently and in front of the public, during a public meeting [~~unless~~] if doing so would not harm the City's ability to leverage the competitive value of real property; when confidential market strategy is not a factor; when there are no reputational interests at stake; when relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider[~~.~~]; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, building, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to announcing any City-owned land, building, or other real property that has a value that exceeds $25,000 as "for sale", the Governing Body must approve a recommendation to do so, after a presentation by City staff during a public meeting, describing why staff members recommend that the City announce the land or other real property as "for sale."

BE IT FURTHER RESOLVED that the requirement to make a public presentation does not preclude an executive session regarding a recommended sale.

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
GB Approval for Offering of Public Land for Sale

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 1, lines 17-18 ***strike*** ", in most circumstances, a waiting period during which the sale is subject to a voter referendum," and ***insert*** in lieu thereof "a bill presented at a public hearing"
2. On page 1, line 19 after "property" ***insert*** "having an appraised value in excess of twenty-five thousand dollars ($25,000)"
3. On page 1, ***strike*** lines 23-25 in their entirety
4. On page 2, ***strike*** lines 1-2 in their entirety
5. On page 2, line 5 after "land" ***insert*** ", buildings,"; after "or" ***insert*** "other real"; and ***strike*** "transparently and in front of the public, during a public meeting unless doing so would harm" ***insert*** in lieu thereof "in executive session in accordance with the Open Meetings Act to maintain"
6. On page 2, line 6 after the semi-colon ***insert*** "and develop a"
7. On page 2, line 7 after "strategy" ***insert*** a period and ***strike*** the remainder of the paragraph
8. On page 2, line 10 after "to" ***insert*** "the City"; after "announcing" ***insert*** "the sale of"; and make "building" plural
9. On page 2, line 11 ***strike*** "as 'for sale'"; and ***strike*** "must" and ***insert*** in lieu thereof "shall hold an executive session to discuss the proposed sale and vote to"
10. On page 2, lines 11-12 ***strike*** "a recommendation to do so, after a presentation by City staff" and ***insert*** in lieu thereof "a proposed announcement"
11. On page 2, line 12 after "meeting" ***insert*** a period and ***strike*** ", describing why staff members recommend that the City announce the land or other real property" and ***insert*** in lieu thereof "after staff has presented the address, name, and description of the property that will be announced"
12. On page 2, line 18 ***insert*** the following new paragraph:

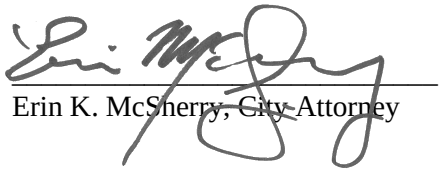
    "**BE IT FURTHER RESOLVED** that the Governing Body shall review this Resolution within three (3) years of the date of adoption for the purpose of deciding whether to extend or terminate it."

Respectfully submitted,

_____
Signe I. Lindell, Councilor

_____
Carol Romero-Wirth, Councilor

Approved as to Form:



Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and[~~, in most circumstances, a waiting period during which the sale is subject to a voter referendum is~~] a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

[~~WHEREAS~~, ~~there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and~~

~~to the West of US 285; and~~

~~**WHEREAS**, several other City-owned land and real property may soon be listed as "for sale" on the website; and~~]

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the disposition or sale of City-owned land, buildings, or other real property [~~transparently and in front of the public, during a public meeting unless doing so would harm~~] in executive session in accordance with the Open Meetings Act to maintain the City's ability to leverage the competitive value of real property[~~;~~] and develop a confidential market strategy. [~~is not a factor; there are no reputational interests at stake; relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider.~~]

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to the City announcing the sale of any City-owned land, buildings, or other real property [~~as "for sale"~~], the Governing Body [~~must~~] shall hold an executive session to discuss the proposed sale and vote to approve [~~a recommendation to do so, after a presentation by City staff~~] a proposed announcement during a public meeting[~~, describing why staff members recommend that the City announce the land or other real property~~ after staff has presented the address, name, and description of the property that will be announced as "for sale."

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

AMENDED

FIR No. 3308

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): GB Approval for Sale of Public Land

Sponsor(s): Councilors Vigil Coppler, Garcia, and Villarreal

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 2/15/21 Phone: 955-6625

Reviewed by City Attorney: _____ Date: Feb 17, 2021

Reviewed by Finance Director: _____ Date: Feb 20, 2021

Summary:

The proposed Resolution will create a pre-review process when selecting underperforming property assets, which will require obtaining Governing Body approval before announcing any City real property to be offered for sale. It is notable that this resolution does not set a minimum threshold to trigger a public presentation, which means that any sale of any real property would need to be presented to Governing Body in a public presentation. This could also create a likelihood that staff will seek a private sale without a public announcement to avoid this requirement when timing is an issue. The resolution does not prohibit executive session, which would be necessary should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., need to be discussed in Executive Session before a public offering notice is produced. Note: Current practice is that all land and property assets subject to public offering for sale are submitted to the Governing Body for proposal review during Executive Session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property valued at more than $25,000, an ordinance and purchase agreement are brought to the Governing Body for a public hearing as required by statute and the sale is also subject to a referendum period. The proposed, Resolution-mandated process will make at least two public presentations required for a sale of real property, one to obtain permission to announce the real property for sale and one for the sale process required by statute.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted, the City will continue to meet all legal requirements for selling real property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

No staff overtime would be be incurred as it relates to any unintended consequences of the new land sales preview and/or presentation format. With large parcels, this new process could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the timing of the market interest.

Fiscal Implications:

Potential fiscal implications could include the cost of appraisals that have up to a one-year shelf life. A new appraisal could be required if the City does not sell the real property within the year shelf life. If approvals take any longer than appraisal life span, additional funding would be needed to meet that demand.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$6,000	$12,000	$		NR	2122800	
Operating	$	$	$				$
Total:	$6,000.00	$12,000	$				$18,000.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

No additional staff overtime expense would be incurred. However, with large parcels, there could an additional expense for new appraisals since most of our current appraisals were completed prior to March 2020 when we had originally discussed many of our real estate assets and public offering sales strategy in executive sessions. This additional appraisal cost would be dependent on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the market interest.

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:

FIR No. 3308

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): GB Approval for Sale of Public Land

Sponsor(s): Councilors Vigil Coppler, Garcia, and Villarreal

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 1/29/21 Phone: 955-6625

Reviewed by City Attorney: _____ Date: Feb 6, 2021

Reviewed by Finance Director: _____ Date: Feb 10, 2021

Summary:

This resolution will create a pre-review process when selecting underperforming property assets, which will require obtaining Governing Body approval before announcing any City real property to be offered for sale. It is notable that this resolution does not set a minimum threshold to trigger a public presentation, which mean any sale of any real property would need to be presented to Governing Body in a public presentation this could be an issue as it relates to staff time (see staff expense calculation) and Governing Body review time. This could also create a likelihood that staff will seek a private sale without a public announcement to avoid this requirement when timing is an issue. The resolution does not prohibit executive session, which would be necessary should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., need to be discussed in Executive Session before a public offering notice is produced.

Note: Current practice is that all land and property assets subject to public offering for sale are submitted to the Governing Body for proposal review during Executive Session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property an ordinance and purchase agreement are brought to the Governing Body for a public hearing as required by statute and any sales over $25,000 are subject to a referendum period. This ordinance-mandated process, will make two public presentation required for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process required by statute.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this resolution is not enacted, there are no consequences because the City currently meets all legal requirements for selling real property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Unintended consequences, additional staff overtime expense could be incurred if the Asset Development Division and the City Attorney's Office will need to create a series of Governing Body recommendation packets for public hearing. As well as, with large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the timing of the market interest.

Fiscal Implications:
Unintended fiscal implication: Additional internal staff overtime expense for any time to prepare, redact, and/or resubmit public offering proposals if a majority approval for each select land/property asset is not achieved through the Committee process leading up to the Governing Body meeting.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$25,024.00	$29.194.00	$ 0	N	R	2122800	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 5,000	$ 8,000	$ 0			2122800	
Professional Services							
Operating	$	$	$			2122800	$
Total:	$30,024.00	$37,194.00	$ 0				$67,218.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Note: Additional, unintended staff overtime expense could be incurred if the Asset Development Division will need to create a series of Governing Body recommendation packets that is be present for public debate. With large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the market interest.

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:

10. CONSENT CALENDAR

k. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Gar Councilor Villarreal)

A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

Name: Stefanie Beninato
Comment - 02/24/2021 11:15 AM: (For)
TOTALLY The public needs to know and will only know ahead of time if it is a required Council agenda item The public hearing later on as per Santa Fe Clay bldg is too late.

Name: Stefanie Beninato
Comment - 02/24/2021 11:53 AM: (No Vote)
YES public needs to know and so does Council. The only way that happens is with an action item on Council well BEFORE a public hearing to avoid the Santa Fe Clay situation

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

a) Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)

Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 02/22/2021

ISSUE NO. 8B

Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)

Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 03/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **December 21, 2020**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

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

ITEM AND ISSUE:
Request for the Approval of Amendment #12 to Service Contract 18-0552 increasing compensation in the Total Amount of $60,000 plus NMGRT for Universal Protection Services, LP dba Allied Universal Security; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2498)

BACKGROUND AND SUMMARY:
Since July 1, 2018 Universal Protection Services LP, dba Allied Security, has been providing security services for a variety of City facilities. These facilities currently include the Santa Fe Railyard, Genoveva Chavez Community Center, La Farge Library, Main Library, Southside Library, Midtown Campus, Municipal Courts, Municipal Courts at Pete's Place, Santa Fe Regional Airport, Santa Fe Trails, the Santa Fe Railyard, Pete's Place, the Salvation Army Shelter and mobile units that patrol City Parking Facilities and Parks.

There have been many amendments to this contract for two main reasons. One is that every adjustment of service times, location and levels has been brought to the Governing Body for approval. The City's needs for the location of these security services is very dynamic. These security services are being informed by feedback from many Divisions and public partners including Police, Parks, Railyard, Midtown, Recreation, Pete's Place, small businesses, residents and others. We recommend, for maximum safety and efficiency, that this Agreement be amended to allow for the Public Works Property Maintenance Manager, Sam Burnett, who has been working closely with the security company and managed successful security stabilization including that at Midtown, be authorized to adjust the sites, schedules, hours and guard levels to effectively manage the complex and diverse demands of security throughout the City. This Amendment will also add $60,000 to the not to exceed amount of the contract so that as the City identifies a security need and the funding for it, the security company can be deployed rapidly to meet the need. The addition of these funds to the contract is not a guarantee of expenditure, and funds would be identified at the time of establishing a purchase order. The goal of this contract and this amendment is to ensuring that the City of Santa Fe is a safe and family friendly City.

Amendment History:

Amendment #1:

1. Add 4 hours of professional security services at the LaFarge Library branch on Sundays. $4,320.56 plus applicable gross receipts taxes

2. Add 100 hours of event services at the Genoveva Chavez Community Center.$1,928.00 plus applicable gross receipts taxes

3. Add professional security services to the Railyard Visitor Center seasonally Monday-Saturday during the months of April – October. $27,454.72 plus applicable gross receipts taxes

Amendment #2:

1. Add Performance Requirements and Contract Liquidated Damages that were included in the RFB, but failed to be incorporated in the original contract.

Amendment #3:

1. Add professional security services to the Santa Fe University of Art and Design Campus. $56,020.48 plus applicable gross receipts taxes.

Amendment #4:

1. Add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus. $145,876.64 plus applicable gross receipts taxes.

Amendment #5:

1. Add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport.$21,821.06 plus applicable gross receipts taxes.

Amendment #6:

1. Eliminate the City Hall/Santa Fe Community Convention Center security post effective 15 February 2019 per a request by City Management.

Amendment #7:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2020.
2. Remove the Railyard Visitor Center location as requested by the Tourism Department.
3. Approved a billing rate increase of 2%.

Amendment #8:

1. Extend the City of Santa Fe's contract with Universal Protection Service LP dba Allied Universal Security Services through 30 June 2022.

Amendment #9:

1. Add security services at the Santa Fe Railyard, which will run from 8pm-4am 7 days per week.

Amendment #10:

1. Add mobile security services at select City Parks, 24 hours per day / 7 days per week.
2. Add mobile security services at Pete's Place and the Salvation Army Shelter 16 hours per day / 7 days per week.
3.

Amendment #11:

1. Add mobile security services at the Santa Fe Plaza, 24 hours per day / 7 days per week.

PROCUREMENT METHOD:

The procurement method is RFB 18/35/P, which was issued and awarded in 2018 and expired on 6/30/2022.

City of Santa Fe, New Mexico
Memorandum

CONTRACT NUMBER:
The FY20 Munis contract number is 3201972

FUNDING SOURCE:
Munis Org Name/Number: Various

ACTION REQUESTED:
Please approve Amendment #12 with Universal Protection Services, LP dba Allied Universal Security to authorize the Property Maintenance Manager to adjust security services to meet needs throughout the City and to increase to the not to exceed compensation in the amount of $60,000 plus applicable New Mexico Gross Receipts Tax (8.4375%).

CITY OF SANTA FE
AMENDMENT No. 12 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 12 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: The Sites, Schedules, Hours, Guard Levels, and Scope of Services may be altered as needed to meet the diverse demands of security throughout the City. These changes may not cause the total Compensation included in this Agreement to increase. Any such changes to the Scope of Services shall only be made by the Public Works Property Maintenance Manager in conjunction with Allied Securities Santa Fe Account Manager or other pre-authorized representatives.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of sixty thousand dollars and zero cents ($60,000.00), plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, one hundred and six thousand, nine hundred eighty-four dollars and ninety-three cents ($3,106,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of sixty thousand dollars ($60,000.00) shall be added as an unforeseen cost overrun. In the event that additional security service is required for emergencies, holidays, or special events that exceeds the deliverable amount in this Agreement, the City, at its discretion, may agree to pay additional Compensation to the Contractor to cover such additional security services.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 12 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 21, 2020 12:59 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: Various

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME : Steve Claton

President
TITLE
Date: 1/6/21

CRS #: 03-282745-00-08
Business License: 20-110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

MAYOR

NAME, TITLE Pres. Dont

DATE:

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 18-1303

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add professional security services for the Tourism Santa Fe Railyard Visitor Center, additional hours of coverage at La Farge Library, and additional hours of coverage at the Genoveva Chavez Community Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-three thousand seven hundred three dollars and twenty-eight cents

($33,703.28), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred ninety thousand two hundred fifty dollars and four cents ($590,250.04), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,640.77

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,640.77

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1304

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 31 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. STANDARD OF PERFORMANCE; LICENSES

Article 2 of the Agreement is amended to add Paragraph C:

C. Performance Requirements and Contract Liquidated Damages

1) Certain levels of operation in accordance with the scope of services section, but not limited to, shall be met by the Contractor to ensure satisfactory service to the City and the public. It is the responsibility of the Contractor to provide the City of Santa Fe with appropriate management information reports that will enable the City to monitor all of the service levels. The Contractor shall maintain all records necessary for the City of Santa Fe to audit and substantiate compliance with all monitoring requirements.

a. Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Contractor's monthly statement for the month in which the service level was not fulfilled.

b. Additional credits for non-compliance detailed in this section are intended to encourage the Contractor to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

c. The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. Contractor agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

d. The Contractor shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

    i. Data Accuracy

    The Contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and incident reports. A credit of $100 per day for each business day will be deducted from the Contractor's monthly charges for failure to meet these criteria.

    ii. Accountability

    In the event that any of the Contractor's monitoring Systems cannot provide

required reports, a credit of $500 per week will be deducted from the Contractor's monthly charges for failure to meet this criterion.

iii. Systems' Availability

System availability is defined as the time during the principal hours of operation when the Contractor is providing services, including all subsystems, is available to the City of Santa Fe for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The Contractor shall make available access to all Contractor's monitoring systems from a City desktop computer for monitoring purposes. It is the Contractor's responsibility to ensure that this requirement is fully met at Contractor's expense. The system availability requirement shall not be in effect during the period of time that the Contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Contractor.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of $250 for each month will be deducted from the Contractor's monthly charges.

iv. System Discontinuance and Backup

The Contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of $500 per working day of delay.

v. Operational Performance

The City expects the Contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

1. No guard at Post at the pre-established start of shift time, a credit of $250 per occurrence will be deducted from the Contractor's monthly charges.
2. No guard at Post 15 minutes past the pre-established start of shift time, a credit of $500 for each occurrence will be deducted from the Contractor's monthly charges.
3. No guard at Post 30 minutes past the pre-established start of shift time, a credit of $750 per occurrence will be deducted from the Contractor's monthly charges.
4. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of $1,500 per occurrence will be deducted from the Contractor's monthly charges.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/29/18

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 11/14/18

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310

ITEM # 18-1318

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A , is amended to provide professional security services for the University of Art and Design campus.

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #3.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifty six thousand twenty dollars and forty eight cents ($56,020.48), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed six hundred forty six thousand two hundred seventy dollars and fifty two cents ($646,270.52), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 11/21/2018

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 10/15/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS #: 03-282745-00-08
Business License: 18-00110418

APPROVED AS TO FORM:

9/25

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

11/21

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

ITEM # 19-0192

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 3,600 hours of level-1 security officer hours of coverage and 2,400 hours of level-3 security officer hours of coverage at the University of Art and Design campus, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #4.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred forty five thousand eight hundred seventy-six dollars and sixty-four cents ($145,876.64), plus applicable gross receipts taxes, so that Article 3, paragraph A

reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety two thousand one hundred forty-seven dollars and sixteen cents ($792,147.16), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 3/13/2019

APPROVED AS TO FORM:

3/29/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

3/29/19
MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER,

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a
Allied Universal Security Services

_____
STEVE CLATON, PRESIDENT

Date: 4/11/18

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP *d/b/a* Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

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

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

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

13. INDEMNIFICATION

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item
The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52165.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52165.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,466.43 from 52800.510310); GCCC ($86,761.69 from 52701.510310).

ITEM # 18-0552

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide scope of services as defined in Exhibit A.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed five hundred fifty six thousand five hundred forty six dollars and seventy six cents ($556,546.76), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager
Hourly Rate: $26.26
Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,714 Regular Hours: $55,320.21

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $55,320.21

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport

Hourly Rate: $22.66

Total for 4,970 Regular Hours: $112,620.20

Hourly Rate for Holiday Hours: $33.99

Total for 140 Holiday Hours: $4,758.60

Total for Regular and Holiday Hours: $117,378.80

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 2,918 Regular Hours: $56,259.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

An additional sum of twenty five thousand dollars ($25,000.00) is encumbered in the event that additional security service is required for emergencies, holidays, or special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period .

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice by the terminating party to the non-terminating party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's willful, negligent, or reckless performance under this Agreement as well as by the willful, negligent, or reckless performance of Contractor's employees, agents, representatives and subcontractors. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature

of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
200 Lincoln Ave.
Santa Fe, NM, 87501

Contractor:
Allied Universal
Eight Tower Bridge, Suite 600
161 Washington Street
Conshohocken, PA 19428
ATTN: General Counsel

23. FORCE MAJEURE

Contractor shall not be responsible for additional expenses and costs incurred by it or the City to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events,

snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Contractor's reasonable control. All such additional expenses shall be the responsibility of the City as an additional charge invoiced and paid by the City as it is incurred, pursuant to the terms of the Billing section of this Agreement. Additionally, to the extent that Contractor is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: June 11, 2018

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

See attached

NAME, TITLE

DATE:

CRS# 03-282745-00-8
City of Santa Fe Business Registration # 18-00110418

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 5/31/18

APPROVED AS TO FORM:

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

6/5/18

~~KENT DEYOUNG~~, INTERIM FINANCE DIRECTOR
Brad Fluetsch, CFA

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,591.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

CITY OF SANTA FE:

MAYOR

DATE:

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVICES

NAME, TITLE Pres. Dir.

DATE: 5/29/18

CRS# 03-282745-00-8
City of Santa Fe Business
Registration # 18-00110418

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

5/2
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

, FINANCE DIRECTOR

Business Unit Line Item

The funding sources effected by this amendment are as follows: Mobile Patrol ($53,573.22 from 52155.510310); Libraries ($132,729.85 from 12100.510310, $69,260.16 from 22774.510310, and $5,691.59 from 52102.510310); City Hall / SFCCC ($15,908.41 from each of 52102.510310, 22210.510310 and 52155.510310); Municipal Court ($63,201.37 from 12002.510310); Transit ($26,999.22 from 52401.510310); Airport ($132,455.43 from 52800.510310); GCCC ($66,751.69 from 52701.510310).

ITEM # 19-0223

CITY OF SANTA FE
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add an additional 72-hours of level-3 security officer hours of coverage and 1,032 hours of level-1 security officer hours of coverage at the Santa Fe Regional Airport and for invoices to be provided on a monthly rather than bi-weekly basis, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #5.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of twenty one thousand eight hundred twenty-one dollars and six cents ($21,821.06), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed eight hundred thirteen thousand nine hundred sixty-eight dollars and twenty-two cents ($813,968.22), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

City Hall / SFCCC

Hourly Rate: $19.28

Total for 2,000 Regular Hours: $38,560.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $38,560.00

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 4/1/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/27/2019

APPROVED AS TO FORM:

1/30
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/30

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:
52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME & TITLE

Date: 2/4/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0334

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services. (the "Contractor"). The date of this Amendment shall be effective on 15 February 2019.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to eliminate the City Hall/Santa Fe Community Convention Center security post, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #6.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to **decrease** the amount of compensation by a total of fourteen thousand four hundred ninety eight dollars and fifty-six cents ($14,498.56), plus applicable gross receipts taxes, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred ninety nine thousand four hundred sixty nine dollars and sixty-six cents ($799,469.66), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Account Manager

Hourly Rate: $26.26

Total for 2,000 Regular Hours: $52,520.00

Hourly Rate for Holiday Hours: $39.39

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,520.00

Mobile Patrol (inclusive of vehicle costs)

Hourly Rate: $29.97

Total for 1,420 Regular Hours: $42,561.31

Hourly Rate for Holiday Hours: $44.96

Total for 32 Holiday Hours: $1,438.69

Total for Regular and Holiday Hours: $44,000.00

Main Library

Hourly Rate: $20.38

Total for 3,026 Regular Hours: $61,679.79

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $61,679.79

LaFarge Library

Hourly Rate: $20.38

Total for 2,926 Regular Hours: $59,641.46

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $59,641.46

Southside Library

Hourly Rate: $20.38

Total for 2,875 Regular Hours: $58,592.50

Hourly Rate for Holiday Hours: $30.57

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $58,592.50

Municipal Court

Hourly Rate: $22.66

Total for 2,337 Regular Hours: $52,956.42

Hourly Rate for Holiday Hours: $33.99

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $52,956.42

Santa Fe Trails

Hourly Rate: $19.28

Total for 1,000 Regular Hours: $19,280.00

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $19,280.00

Santa Fe Regional Airport – Level 3

Hourly Rate: $22.66

Total for 5,040 Regular Hours: $114,206.40

Hourly Rate for Holiday Hours: $33.99

Total for 142 Holiday Hours: $4,826.58

Total for Regular and Holiday Hours: $119,032.98

Santa Fe Regional Airport – Level 1

Hourly Rate: $19.28

Total for 1,004 Regular Hours: $19,357.12

Hourly Rate for Holiday Hours: $28.92

Total for 28 Holiday Hours: $809.76

Total for Regular and Holiday Hours: $20,166.88

Genoveva Chavez Community Center

Hourly Rate: $19.28

Total for 3,018 Regular Hours: $58,187.04

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $56,259.04

Railyard Visitor Center

Hourly Rate: $19.28

Total for 1,424 Regular Hours: $27,454.72

Hourly Rate for Holiday Hours: $28.92

Total for 0 Holiday Hours: $0.00

Total for Regular and Holiday Hours: $27,454.72

University of Art & Design Campus (inclusive of vehicle costs)

Hourly Rate: $25.28

Total for 2,120 Regular Hours: $53,593.60

Hourly Rate for Holiday Hours: $37.92

Total for 64 Holiday Hours: $2,426.88

Total for Regular and Holiday Hours: $56,020.48

As part of the compensation, the City of Santa Fe will provide the Contractor an office space at the University of Art and Design Campus. The space will be a 10' x 12' (120 SF), lockable private office within the Fogelson Library (Bldg. 4). The Contractor will have 24/7 access to the office. The office will come with parking and water, sewer, electricity and gas service included. The contractor will be required to handle their own trash and, if internet access were desired, would have to arrange for internet to be extended to the space.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval, and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 5/9/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5/8/2019

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY 2/7

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 5/9

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME & TITLE

Date:

CRS #: 03-282745-00-08
Business License: 18-00110418

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

2/7
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 22210.5103100;52155.510310; 12002.510310; 52401.510310; 52800.510310; 52701.510310; 52701.510310; 52910;510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

_____
NAME & TITLE

Date: 3/18/19

CRS #: 03-282745-00-08
Business License: 18-00110418

ITEM # 19-0514

CITY OF SANTA FE
AMENDMENT No. 7 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 7 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #7.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred thirty thousand six hundred ninety four dollars and ninety eight cents ($930,694.98), plus applicable gross receipts taxes, so that Article 3, paragraph A reads

in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million seven hundred thirty thousand one hundred sixty four dollars and sixty four cents ($1,730,164.64), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2020 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended on all the same terms and conditions except "Compensation" Section 3 for additional period(s) of one (1) year each, not to exceed four (4) years, by a written amendment and mutual agreement of the parties on the Compensation to be effective during each one (1)-year renewal period.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/28/19

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See attached

Date: 6.28.19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 6.26.19

CRS #: 03-282745-00-08
Business License: 19-110418

APPROVED AS TO FORM:

6/11/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date:

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

Date: 6/28/19

ATTEST:

CRS #: 03-282745-00-08
Business License: 19-110418

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/14/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item:

52155.510310; 12100.510310; 22774.510310; 52102.510310; 12002.510310; 52401.510310; 52800.510310; 52702.510310; 52910.510310

ITEM # 20-0248

CITY OF SANTA FE
AMENDMENT No. 8 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 8 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to remove security services at the Railyard Visitor Center, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit "A" – Scope of Services attached hereto, Amendment #8.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of nine hundred seventy-four thousand three hundred forty-six dollars and seventy-seven cents ($974,346.77), plus applicable gross receipts taxes and as described in Exhibit

"B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and four thousand five hundred and eleven dollars and forty-one cents ($2,704,511.41), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Vehicle	$ 6.00	$ 6.00
Parking Mobile Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 6 below.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 8 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

4/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

See Attached
NAME

TITLE
Date:

CRS #: 03-282745-00-08
Business License: 20-110418

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
QB 5/27/20

CITY ATTORNEY'S OFFICE:

5/24/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME
Steve Claton
TITLE President, Southwest Region
Date: 6/23/20

CRS #: 03-282745-00-08
Business License: 20-110418

Item# 20-0463
Munis Contract#

CITY OF SANTA FE
AMENDMENT No. 9 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 9 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add security services at the Santa Fe Railyard, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #9.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation

by a total of eighty-eight thousand, nine hundred and twenty seven dollars and four cents ($88,927.04), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and ninety three thousand, four hundred and thirty eight dollars and forty five cents ($2,793,438.45), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 9 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER
MAYOR

Date: Oct 5, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 09/09/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 20, 2020 14:29 MDT)

ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS

CONTRACTOR:

Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 9/11/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 10 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 10 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; twenty-four hours a day, seven days per week; for a three month term (October-December) for service at the following City Parks: East and West De Vargas Park, Salvador Perez Park, General Franklin Miles Park, Herb Martinez Park, Las Acequias Park, SWAN Park and the Santa Fe Railyard Park; II. One (1) Level 2 Security Officer, one (1) HELIAUS Cell Phone, and one (1) Vehicle; sixteen hours per day, seven days per week; for a two month term (November-December) for service at the Salvation Army and Pete's Place Shelters as quoted by Allied Universal Security, the details of which can be seen on Exhibit A,

so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A - Scope of Services, Amendment #10.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of seventy eight thousand, six hundred, ninety two dollars and fourty cents ($78,692.40), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two million seven hundred and seventy eight, three hundred and four dollars and five cents ($2,872,130.85), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 26.79	$ 40.18

An additional sum of twenty five thousand dollars ($25,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 10 to the City of

Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 19, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2020 08:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: VAROUS 5150403.572970 AL

AL

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE

Date: 10/19/20

CRS #: 03-282745-00-08
Business License: 20-110418

CITY OF SANTA FE
AMENDMENT No. 11 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 18-0552

AMENDMENT No. 11 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2018 the "Agreement"), between the City of Santa Fe (the "City") and Universal Protection Service, LP d/b/a Allied Universal Security Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional security services for the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement, as described in Exhibit A, is amended to add: I. One (1) Level 3 Security Officer and one (1) HELIAUS Cellphone for the Santa Fe Plaza ($144,279.68); II. Eighty (80) additional hours and an hourly rate increase to $29.47 for the Santa Fe Account Manager ($5,574.40); III. A sum of $25,000.00 shall be added to the 'unforeseen cost overruns' ($25,000.00) as quoted by Allied Universal Security the details of which can be seen on Exhibit A, so that Article 1 reads as follows:

A. The Contractor shall provide scope of services as defined in Exhibit A – Scope of Services, Amendment #11.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total one hundred and seventy four, eight hundred and fifty four dollars and eight cents ($174,854.08), plus applicable gross receipts taxes and as described in Exhibit "B" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed three million, four-six thousand, nine hundred and eighty-four dollars and ninety-three cents ($3,046,984.93), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

Item	Hourly Rate	Holiday Rate
SF University of Art and Design Patrol Vehicle	$ 6.00	$ 6.00
Patrol Vehicle	$ 6.81	$ 6.81
Level 1 Security Officer	$ 19.67	$ 29.50
Level 2 Security Officer	$ 20.79	$ 31.18
Level 3 Security Officer	$ 23.11	$ 34.67
Account Manager	$ 29.47	$ 44.21

An additional sum of twenty five thousand dollars ($50,000.00) is included and shall be encumbered in the event that additional security service is required for emergencies, holidays, or special events.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 11 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Nov 4, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020 GC

GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 22, 2020 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 1001001.510310

CONTRACTOR:
Universal Protection Service, LP d/b/a Allied Universal Security Services

NAME

TITLE
Date: 10/22/20

CRS #: 03-282745-00-08
Business License: 20-110418

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ALLIED UNIVERSAL SECURITY SERVICES LP
DBA: ALLIED UNIVERSAL SECURITY SERVICES LP

Business Location: SF COUNTY
SANTA FE, NM 87501

CRS Number: 030204360004

Owner: ALLIED UNIVERSAL SECURITY SERVICES LP

License Number: 225559

License Type: Business License - Renewable

Issued Date: March 18, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 31, 2020

Fees Paid: $10.00

ALLIED UNIVERSAL SECURITY SERVICES LP
PO BOX 8000
MONSEY, NY 10952

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2021

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

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

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-STAND-21-22	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** Greenwich Insurance Company — 22322 **INSURER C :** XL Insurance America — 24554 **INSURER D :** Indian Harbor Insurance Company — 36940 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006279155-19 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY X SIR $1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	10,000,000 10,000,000 10,000,000 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	5,000,000
D	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			RES943799401 'EXCESS OF GENERAL LIABILITY	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	10,000,000 10,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD3001203-05(AOS) RWR3001204-05(WI)	01/01/2021 01/01/2021	01/01/2022 01/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000

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

City of Santa Fe is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: J. Sam Burnett
2651 Siringo Rd, Bldg E
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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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 UNIVERSAL PROTECTION SERVICE, LP/DBA ALLIED UNIVERSAL SECURITY SERVIC

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $556,546.76

Termination Date: June 30, 2019

☑ Approved by Council Date: June 11, 2018

☐ or by City Manager Date:

Contract is for: Professional security services for City Facilities

Amendment # 10 to the Original Contract# 18-0552

Increase/(Decrease) Amount $ $174,854.08

Extend Termination Date to: N/A

☑ Approved by Council PENDING

☐ or by City Manager Date:

Amendment is for: Increase the contract total by to provide security services at the Santa Fe Railyard.

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

Amount $ 556,546.76 of original Contract# 1 Termination Date: 6/30/2019
Reason: Original Contract

Amount $ 33,703.28 amendment # 2 Termination Date: 6/30/3019
Reason: Add hrs and service loccation

Amount $ 0.00 amendment # 3 Termination Date: 6/30/2019
Reason: Add Performance Requirements and Contract Liquidated Damages

Amount $ 56,020.48 amendment # 4 Termination Date: 6/30/2019
Reason: Add SFUAD location

Amount $ 145,876.64 amendment # 5 Termination Date: 6/30/2019
Reason: Add additional hours at SFUAD

Amount $ 21,821.06 amendment # 6 Termination Date: 6/30/2019
Reason: Add additional hours at Santa Fe Regional Airport

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

Amount $ -14,498.56 amendment # 7 Termination Date: 6/30/2019

Reason: Remove City Hall post

Amount $ 930,694.98 amendment # 8 Termination Date: 6/30/2022

Reason: Extend contract Term

Amount $ 88,927.04 amendment # 9 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Railyard

Amount $ 78,692.40 amendment # 10 Termination Date: 6/30/2022

Reason: Add services at Parks and Shelters

Amount $ 174,854.08 amendment # 11 Termination Date: 6/30/2022

Reason: Add services at the Santa Fe Plaza

Total of Original Contract plus all amendments: $ $3,046,984.93

Amount $ 60,000.00 amendment # 12 Termination Date: 6/30/2022

Reason: Add flexibility to services

Total of Original Contract plus all amendments: $ $3,106,984.93

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

RFP# 18/35/P Date: March 13, 2018

RFQ ☐ Date:

Sole Source ☐ Date:

Other

6 **Procurement History:** Third year of up to a 4-year contract

example: (First year of 4 year contract)

Fran Dunaway (Jan 19, 2021 12:22 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **BU/Line Item:** 1001001.510310

Alexis Lotero (Jan 19, 2021 12:12 MST)

Budget Officer Approval

Comments or Exceptions:

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

None

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Sam Burnett

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 # 18-0552

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

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

Comments:

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8a Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901) **COMMITTEE REVIEW:** Finance Committee 03/01/2021 Public Works and Utilities Committee 03/08/2021 Governing Body 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

c) Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

COMMITTEE REVIEW:
Finance Committee 03/01/2021
Public Works and Utilities Committee 03/08/2021
Governing Body 03/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: February 9, 2021

TO: Finance/Public Works and Utilities Committee/City Council

VIA: Regina Wheeler, Public Works Department Director

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE: Approve Acceptance of FAA Grant Funded Budget Amendment Resolution (BAR) for Taxiway Golf Construction

Request for Approval of a BAR for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the amount of $2,630,925 securing funds for construction of Taxiway Golf.

SUMMARY:
Construction work for Taxiway Golf covers one of the Santa Fe Regional Airport's primary taxiways, which has been experiencing significant pavement failures, and is in need of reconstruction due to the amount of aircraft traffic it receives. The realignment and reconstruction will mitigate these pavement failures and provide pavement strength for the airports expanding commercial flight operations.

Both grants were approved at the special City Council meetings on September 15th and September 17th, 2020 respectively. At that time, the BAR was not in the packet and therefore needs approval to budget the funding.

BUDGET:
This project is funded by a 90% FAA grant #3-35-0037-052-2020 and grant #3-35-037-053-2020, as well as, a 5% grant from the New Mexico Department of Transportation Aviation Division (NMDOTAD) # SAF-20-03, with the remaining 5% matching funding by the City.

SCHEDULE:
Public Works/Utilities Committee: 03/08/2021
City Council: 03/10/2021

REQUESTED ACTION:
Council approval of BAR to move grant funds into WIP construction in the amount of $2,630,925.

ATTACHMENTS:
Budget Amendment Resolution (BAR)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Airport Division	02/08/2021

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY *{.000000}*	SUBLEDGER *{0000}*	INCREASE	DECREASE
EXPENDITURES					*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR19545OE		2,630,925	
REVENUES					*{enter as negative #}*	*{enter as positive #}*
US DOT - Grant 52	5450407	490550	AIR19545OE		(1,875,000)	
US DOT - Grant 53	5450407	490550	AIR19545OE		(755,925)	
					$ 0	**$ 0**

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

Grant 52, in the amount of $1,875,000 and Grant 53, in the amount of $755,925 were approved on September 15th and 17th, 2020 respectively. The BAR was not part of packet and needs Council approval.

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

Fund(s) Affected:	Fund Bal. Increase/ (Decrease):
TOTAL:	**$ 0**

Bobbi Huseman — 02/09/2021
Prepared By *{print name}* — Date

Mark Baca — 02/09/2021
Division Director *{optional}* — Date

Department Director — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8b Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611. **Committee Review:** Finance Committee: 03/01/2021 Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

d) **Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611.**

Committee Review:
Finance Committee: 03/01/2021
Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **January 8, 2021**

TO: **Governing Body**
Finance Committee
Public Works Committee

VIA: **Regina Wheeler, Director, Public Works Department** RW
Noel Correia, Director, Parking Division NPC

FROM: **Matthew Knowles, Contract Administrator** MPK

ACTION REQUESTED

Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI), certified by the PARCS equipment manufacturer, TIBA. ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement, and will not exceed the approved total project cost of $1.5 million. The manufacturer's warranty term will be two years from date of project acceptance. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611

BACKGROUND AND SUMMARY

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no longer a certified and authorized dealer, installer or service provider for the TIBA manufactured PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor.

The installation of the new PARCS has been completed in all three (3) City garages and is fully operational. There are a number of minor equipment adjustments needed identified during testing and acceptance which will be completed by ATI upon approval by the Governing Board of this Amendment 1 to IT Agreement 19-0828.

PROCUREMENT METHOD:

The original procurement method was RFP '18/49/P. This Amendment 1 does not change the original cost or scope of the PARCS agreement, just assigns the remaining balance of that agreement to the new vendor.

CONTRACT NUMBER:
The original Munis contract number is 3201424, the new Munis contract number is 3202486.

FUNDING SOURCE:

Item#_____

Munis Contract#3201424

CITY OF SANTA FE

AMENDMENT No. 1 TO

INFORMATION TECHNOLOGY AGREEMENT

ITEM#19-0828

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated 10/30/19 (the "Agreement"), between the City of Santa Fe (the "City") and Souder Corporation d.b.a. Mountain Parking Equipment. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. The Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the Proposer most advantageous to the City; and

B. An RFP No. '18/49/P was issued to provide and install a state of the art Parking Access and Revenue Control System (PARCS);

C. Under the terms of the Agreement, Contractor has ascertained that they are a certified and authorized dealer, installer and service provider for PARCS equipment manufactured by an independent PARCS manufacturer TIBA and has agreed to install PARCS by TIBA, provide warranty and service as outlined in Exhibit A, attached hereto and incorporated herein by reference.

D. Pursuant to Article 23 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. ASSIGNMENT

Souder Corporation, d.b.a. Mountain Parking Equipment has been sold and is no

longer a certified and authorized dealer, installer or service provider for the TIBA PARCS equipment. Consequently, TIBA has assigned Associated Time Instruments, Inc. (ATI) to represent them as their certified dealer, installer and service provider with immediate effect. ATI has agreed to assume in its entirety the rights, responsibilities, and duties of the Contractor Souder Corporation (d.b.a. Mountain Parking Equipment) under the contract between Mountain Parking Equipment and the City of Santa Fe. ATI has agreed to provide the after sales service and warranty portion of the original PARCS agreement as the alternate certified and authorized equipment sales, service and warranty vendor:

Associated Time Instruments, Inc. (ATI)
6699 Portwest Dr., Suite 160
Houston, TX 77024

2. COST OF PROPOSAL

The original cost of $1.5 million for the PARCS project does not change with the reassignment of this PARCS contract to Associated Time Equipment (ATI).

3. CONTRACTOR PERSONNEL

Article 12 of the Agreement is amended as follows:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Andrew White – Executive Vice President
Michael Ball – Sales Executive

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel

assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

4. NOTICES.

Article 25 is amended as follows:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR

Associated Time Instruments

713-263-1366

www.associatedtime.com

6699 Portwest Dr., Suite 160

Houston, TX 77024

Any change to the Notice individual or the address, shall be effective only in writing.

5. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Associated Time Instruments

_____

Andrew White, Executive Vice President

DATE: 1/15/2021

CRS#03-537979-00-0

Registration #228947

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5350455/570500 FD

Org. Name/Org.#

2021 1 5 Amendment 1 PARCS ATI Agreement

Final Audit Report 2021-01-05

Created:	2021-01-05
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6C72tIIoiZDt6kVEI4IF0FUwSoCGnwlh

"2021 1 5 Amendment 1 PARCS ATI Agreement" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-01-05 - 10:54:18 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-05 - 10:54:42 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-01-05 - 10:57:52 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-05 - 10:58:01 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-01-05 - 10:58:01 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201424, Original**

Contractor: **Associated Time Instruments, Inc. (ATI)**

Description: **An Amendment to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the PARCS agreement to a new vendor, ATI, who is certified by the equipment manufacturer, TIBA. The new vendor contract in MUNIS is 3202486.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **10/18/2019** Term End Date: **06/30/2023**

☑ Approved by Council Date: **10/18/2019**

Contract / Lease: **Purchase and install Parking Access and Revenue Control System**

Amendment # **01** to the Original Contract / Lease # **19-0828**

Increase/(Decrease) Amount $ **Compensation will not exceed the $114,920.06 remaining Agreement balance.**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Amend IT Agreement 19-0828 to assign remaining portion to replacement vendor.**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
This is the first time this Agreement has been amended.

3. **Procurement History:** **RFP #'18/49/P**

Fran Dr...away (Feb 12, 2021 08:51 MST)

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **A New Mexico Finance Authority loan** **Org / Object:** **5350455/570500**

Alexis Lotero
Alexis Lotero (Feb 12, 2021 08:39 MST)

Feb 12, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Matthew Knowles** Phone # **(505) 955-6674**

Email: **mpknowles@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Associated Time Instruments, Inc.

Procurement Title: Installation of Parking Access and Revenue Control System, RFP '18/49/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Public Works, Parking Division Staff Name Noel Correia, Director

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Noel Correia — Noel P. Correia — Parking Division Director — 01/06/2021

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

Fran Dunaway

Fran Dunaway (Feb 12, 2021 08:51 MST)

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

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

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ASSOCIATED TIME INSTRUMENTS CO, INC.
DBA: ASSOCIATED TIME INSTRUMENTS CO, INC.

Business Location: 9104 DIPLOMACY ROW
DALLAS, TX 75247

CRS Number: 03-537979-00-0

Owner: ASSOCIATED TIME INSTRUMENTS CO, INC.

License Number: 228947

License Type: Business License - Renewable

Issued Date: December 09, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 09, 2021

Fees Paid: $10.00

ASSOCIATED TIME INSTRUMENTS CO, INC.
9104 DIPLOMACY ROW
DALLAS, TX 75247

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2020

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

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

PRODUCER
Upshaw Insurance Agency, Inc.
801 S Fillmore Ste 300
Amarillo TX 79101

CONTACT NAME: Lauren Lane
PHONE (A/C, No, Ext): 806-468-0400 **FAX (A/C, No):** 806-468-0450
E-MAIL ADDRESS: laurenf@upshaw-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins. Co	23396
INSURER B : Travelers Property Casualty	36161
INSURER C : Amerisure Insurance Co	19488
INSURER D : Certain Underwriters at Lloyds	
INSURER E :	
INSURER F :	

INSURED ASSOC-4
Associated Time Instruments Co Inc., dba Associated Time & Parking Controls, Inc
CTE Systems; I-3 Concepts; I-3 C;
9104 Diplomacy Row
Dallas TX 75247

COVERAGES **CERTIFICATE NUMBER:** 1766633706 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	CPP20913290702	2/28/2020	2/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20913280602	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	ZUP15S14431-20-NF	2/28/2020	2/28/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC209133006	2/28/2020	2/28/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Property Cyber Liability			CPP20913290702 WN1128991	2/28/2020 2/28/2020	2/28/2021 2/28/2021		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
* Named Insured Continued: Beehive Time & Parking Technologies Endorsements shown apply only if there is a written contract between the named insured & certificate holder that requires such coverage. GL & AU: Policies include a blanket additional insured endt (GL per attached CG7085 (10/15) with primary & non-contributory language and ongoing & completed operations). UMB: follows form on underlying GL, AU, and WC policies. GL,AU & WC: Policies include a blanket waiver of subrogation endorsement. Blanket 30 days notice of cancellation applies except 10 days for non-pay.

CERTIFICATE HOLDER
City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909

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

AUTHORIZED REPRESENTATIVE

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Information Technology Agreement

Contract No._____ ITEM # 19-0828

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **Souder Corporation dba Mountain Parking Equipment**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. '18/49/P to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the City's Contract Manager.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be designated by the Parking Division Director.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.

K. "DoIT" shall mean the Department of Information Technology.

L. "DFA" shall mean the Department of Finance and Administration;

M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.

N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.

O. "GRT" shall mean New Mexico gross receipts tax.

P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.

Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City.

V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be Leonard Romero, Parking Maintenance Supervisor, or his/her Designated Representative.

W. "Qualified" means demonstrated experience performing activities and tasks with Projects.

X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.

AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 23.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use the TMS-SmartPark -TIBA Management System Standard Edition Single Facility License. TMS-SmartPark-Upgrade to Enterprise Edition-Single Site Enterprise License. Upgrade from Single Central PARCS controller to 3 PARCS Controller. Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

E. Source Code. The Parties agree the City has no right to Contractor's Source Code.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

F. The City's Rights.

1. Rights to Software. The Parties agree the City does not have rights to the Software except as explicitly stated in this Agreement.
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City.

The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed one million five hundred thousand dollars ($1,500,000.00) excluding New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in

writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP No. '18/49/P**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the thirty (30) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, thirty (30) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Maintenance of PARCS equipment contract, terms of which will be ongoing, as negotiated by the City. Ongoing maintenance contract will be effective at the end of the first two-year warranty period provided by the equipment manufacturer. Term shall comply with §13-1-150

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan

at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. The Contractor will own the Intellectual Property.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for twelve (12) years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Scott Souder, President
Zach Souder, Vice President
Kevin Humphreys, Operations Manager/Sales Engineering
Anne Mirabella, Service Manager, IT Manager
Kate Fey, Project Supervisor
Ryan Welsh, Sales Engineer

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding

replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. This clause does not apply to subcontractors hired by the prime Contractor.

ARTICLE 13 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 14 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 15 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 16 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 17 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 18 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 19 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 20 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 21 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 22 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 23 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 6.

ARTICLE 24 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 25 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
Contract Administrator
City of Santa Fe
(505) 955-6674
PO Box 909
Santa Fe, NM 87504-0909

For CONTRACTOR
James Scott Souder, President
Souder Corporation dba Mountain Parking Equipment
ScottSouder@mtnpark.com
(720) 259-4883
2009 S Cherokee Street
Denver, CO 80223

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 26 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective

ARTICLE 27– SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 28– TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 29 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/18/19

CONTRACTOR:

See Attached
NAME AND TITLE

DATE: _____

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/18/19

CONTRACTOR:

James Scott Souder
NAME AND TITLE President

DATE: 10/30/19

CRS# 03-411104-00-2
City of Santa Fe Business
Registration # 19-00153051

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10-8-19

APPROVED AS TO FORM:

8/8/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

For Mary McCoy 10/17/19
MARY MCCOY, FINANCE DIRECTOR

52155.562600 or #5350455
Business Unit / Line Item

Exhibit A – Scope of Work
Mountain Parking Equipment
Parking Access and Revenue Control System (PARCS)

Mountain Parking Equipment, Primary Contractor, Scope of Work

Mountain Parking Equipment (MPE) will:

- Remove the existing parking equipment and Install a new flexible, scalable, modular parking system. The installation will be a phase approach beginning with the Railyard Municipal Parking Garage.
- For the lane equipment installation MPE will utilize the existing inter island conduit for connectivity between the gates and ticket dispensers. The installation of the new Pay on Foot machines will involve new conduit. Conduit and power will be installed by the electrical subcontractor.
- Electrical subcontractor is a local Santa Fe electrical company named Alive Electric. They will install the necessary new conduit for low voltage and power for the new parking system. Including but not limited to new Pay on Foot machines, new License Plate Recognition cameras, and new space available signs.
- To ensure penetrations into the concrete are safe MPE will conduct sonar scans of the drive lane to map out snow melt and various other penetrations needed for this project. Including the area where the directional loop counts will be for the level counts between P1, P2, and P3.
- Sequenced approach to Railyard installation:
    - Meet with City Project Manager and review the intended execution plan. Schedule and utilize sonar to check and verify concrete penetration areas. Electrician starts running conduit at Level P1 to Various Pay Stations
    - Electrician continues installation of Pay Station conduit and installs camera conduit
    - Receive TIBA equipment. Flash and Test in MPE office
    - Transport equipment from Denver to Santa Fe
    - Install computers which includes working with Santa Fe IT for network infrastructure evaluation and testing internet speeds. MPE will run test credit card transactions to ensure that the transactions are recorded in the proper bank account and double-checked for proper MID and TIDs transmissions. MPE will ensure the transactions are correctly recorded and settled.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in tum would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non-proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (I 0) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates_include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document.

It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.
Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for desi$_{gn}$ated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. The Contractor shall include a full description of the desi$_{gn}$ and function of this module in the System Definition Document.

F5. 5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5. 6 Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5. 7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or magnetic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability designed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. A VI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options.

The LPR process control module shall assist in the capture, processing and matching of LPR images.

FS.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

FS.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

FS.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

FS.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

FS.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow

the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's desi$_{gn}$ shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parkfng entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/ma$_{gn}$etic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED si$_{gn}$ for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information si$_{gn}$s and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and desi$_{gn}$ to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All

elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements.

"Red/Green lane status $si_{gn}s$ shall convey lane status information such as, whether the lane is open or closed. Where appropriate these $si_{gn}s$ shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED $si_{gn}s$ and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the si_{gn} or to the device controlling it. Certain device malfunctions *shall result in an* automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED si_{gn} proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable *of receiving* input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be $desi_{gn}ed$ so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge.

Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

FB.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the ml}gnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction infonnation, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

FB.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.
The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SOD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe confi$_{gu}$ration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required confi$_{gu}$ration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15

seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be confi$_{gu}$red in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be confi$_{gu}$rable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).
The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: *"PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD"* or similar patron instructions as approved by the City and to be placed in accordance with the City's $_{gu}$idelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distin$_{gu}$ish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the

facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1 Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is

completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.

Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media fonnat) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when confi$_{gu}$red for public

patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable

time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be confi$_{g\,u}$rable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data.

Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9. 6 Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9. 7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

FlO. Special Purpose Fee Computers

FJ0.J. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly confi$_{gu}$red workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This

device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of

the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

FII.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets ifleft in the POF after a user-defined timeout period.

Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The

receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

FJJ.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

FJJ.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and

Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's ChiefInformation Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and

communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be confi$_{gu}$red in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software confi$_{gu}$ration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, configure, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch configurations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.
All network switch installations and configurations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.J. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and configure one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

FJ8.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G *REPORTS AND REPORTING CAPABILITIES*

G1. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF or CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If' analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue infonnation in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 6 Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices or components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3. 7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees).

This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report desi$_{g\,n}$ed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report desi$_{g\,n}$ed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose

location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking

facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H.J. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane

configurations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be configured in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall he routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be configured so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

HJ.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no foreign object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

ILPR Task	Requirement I

Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

Note: *During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

HJ.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

HJ.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

HJ.S. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle

license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

Hl. 5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

Hl.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

Hl.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or artempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall

be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

HJ. 7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

HJ.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or

levels of all public parking facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.
It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count si_{gn}age, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem $desi_{gn}$ features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss

appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count sign s associated with the Parking Space Count Subsystem. These sign s shall include 'monument' or 'scoreboard' sign s at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status sign s for each area, floor or level to be controlled by the subsystem. All sign s provided as a part of the Parking Space Count System shall meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for sign age of this type. At a minimum, sign s shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of sign age submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project... The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation suhsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron

and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

H5.1. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program.

The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document,.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

L SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be desi$_{g\,n}$ed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be desi$_{g\,n}$ed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

11. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

City of Santa Fe

Parking Division

Request for Proposals (RFP)

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)

ATTACHMENT 1

SCOPE OF WORK

2.0 Project Scope

Refer to Attachment 1 Scope of Work document.

1.14 Mandatory Pre-Proposal Vendor Conference

A mandatory Pre-Proposal Vendor Conference will be held on June 7, 2018, 10:00 am Mountain Time. The Pre- Proposal Vendor Conference will be hosted via teleconference. The City will not be hosting an in-person option for the Pre-Proposal Vendor Conference.

Vendors that are interested in participating in the Pre-Proposal Vendor Conference shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all material questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is mandatory.

1.15 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on June 21, 2018.

Only questions and answers documented in an addendum shall be binding. Each addendum issued will contain an acknowledgment form which shall be signed and returned with proposers' responses. The City reserves the right to revise the RFP prior to the deadline for proposal submissions on July 31, 2018. Revisions shall be documented in an addendum and publicly published to the City website.

response guidelines that relates to an individual vendor's capabilities shall be responded to for each vendor in the partnership relationship.

Proposers who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. The City will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a "best of breed" solution. The City does have a preference towards an end-to-end solution, but is willing to consider a best of breed solution.

1.11 Incurred Expenses

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services. The City will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Proposer's product.

1.12 Questions and Inquiries

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood and susceptible to more than one interpretation. Written inquiries are required. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Questions may be submitted via email and Proposers shall insert "City of Santa Fe PARCS RFP Question" in the subject line. Oral communications will not be accepted. The following table provides the primary contact and the acknowledgement contact information. With any communications, both the primary and acknowledgement point of contact should be included.

Table 02: Point of Contact

Point of Contact	
Primary	**Acknowledgement**
Shirley Rodriguez City of Santa Fe 505-955-5711 sarodriguez@ci.santa-fe.nm.us	Noel Correia City of Santa Fe 505-955-6711 npcorreia@ci.santa-fe.nm.us

Questions and inquiries related to this RFP, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to the Point of Contact using the contact information in Table 02 above.

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than June 14, 2018 at 4:30 pm Mountain Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda.

Proposers shall not contact City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the City.

1.13 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any Proposer who submits a Proposal. Proposers must be available for a system demonstration to City staff on dates specified in Table 01 if selected for system demonstrations. Failure of a vendor to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the vendor's proposal.

	CITY OF SANTA FE	Purchasing Office City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, NM 87505
	Request For Proposal	

Solicitation Number: RFP #'18/49/P

Materials and/or Service: Provide and Install a State of the Art Parking Access and Revenue Control System (PARCS) as Specified in the RFP Specifications

Solicitation Due Date: **July 31, 2018** **Time:** **2:00 pm (Mountain Time)**

Mailing, Third-Party Carrier (FedEx, UPS, etc.) and Hand-Submitted Proposals Address:

Attn: Shirley Rodriguez
Purchasing Office
City of Santa Fe
Building "H"
2651 Siringo Road
Santa Fe, New Mexico, 87505

All Offers must be received by the City of Santa Fe at the specified location by the date and time cited above. Late Offers will not be considered. The mere fact that the Proposal was dispatched will not be considered; the firm must insure that the Proposal is actually delivered. Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award. Vendors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions contained herein may be disqualified.

Solicitation packages can be obtained by downloading from the City of Santa Fe website: http://www.santafenm.gov/bids_rfps. If you experience problems downloading the solicitation, use the information contained in Table 02 (Point of Contact).

Attendance at the Teleconference is mandatory.

Teleconference Event: **June 7, 2018 @ 10:00 A.M. (Mountain Time)**

Vendors that are interested in participating in the Pre-Proposal Teleconference Event shall contact the City in writing using the information contained in Table 02 (Point of Contact) to request the teleconference information.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.
Published via http://www.santafenm.gov/bids_rfps ENTER DATE
Published in the New Mexican: ENTER DATE
Published in the Albuquerque Journal: ENTER DATE

All communications concerning this solicitation must be directed to the person identified within this solicitation in Table 02. Communications with other City staff may disqualify you from the evaluation process.

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1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying The City of Santa Fe's needs for hardware, software and professional services to provide a Parking Access and Revenue Control System. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About the City of Santa Fe

The City of Santa Fe's purpose is to be the top tier community in New Mexico for living, working, and recreating. Santa Fe is the largest metropolitan area in the county of Santa Fe and was established in the early 1600s; it is one of the nation's oldest communities. The City has a diverse population of approximately 82,000. Santa Fe's economy is based largely on tourism and state government. Visitors are attracted year-round by the beautiful high desert climate and related outdoor activities plus cultural activities of the City and area. The City delivers a wide array of services through twelve (12) departments which are both operational and supportive in nature. The majority of services offered by the City of Santa Fe are delivered by City employees, while some are delivered by partners. The City departments are grouped into one of three categories: public safety, core services, and quality of life programs. Public safety consists of services such as fire protection, law enforcement, and adjudication, without which unsafe conditions might emerge within the City. The core services the City of Santa Fe provides include: water, waste water, and solid waste; infrastructure; and community services such as senior and youth services. Quality of life services and programs include those things that help to make Santa Fe a better place to live, and help us reach for the future: economic and community development, parks and recreation, libraries, and public transportation. In all services, the City of Santa Fe employees try to promote a customer first orientation.

The City of Santa Fe's computing environment is comprised of a hub and spoke network topology consisting, primarily, of Cisco internetworking routers, switches and Wi-Fi equipment. The network spans over 45 remote locations, which include numerous V-LANs. The City is standardized on Microsoft Windows Server as its Server Operating System, and deploys Microsoft Windows 7 and Microsoft Office 2010 for its Client Operating System and Office Productivity Suite respectively; the City's email system is run on Microsoft Exchange. The City's current financial software system (JD Edwards EnterpriseOne) will be replaced with Tyler Munis Financial System within the next 10 months. The City's Parking Division utilizes Conduent State and Local Solutions, Inc.'s Citation Administration and Revenue Reconciliation System (CARRS).

1.3 Existing Conditions

A. Project Site Conditions and Work Locations (Parking Facilities)

During the last fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of

approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three municipal parking garages and one municipal surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Santa Fe Community Convention Center (SFCCC)	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3)lanes
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	Total two (2) lanes

A1. Santa Fe Community Convention Center Municipal Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

A2. Sandoval Municipal Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

A3. Railyard Municipal Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

A4. Water Street Municipal Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and is used for daily, hourly, monthly and pre-paid parking.

B. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

1.4 Project Objectives

The City of Santa Fe is planning to replace its current hardware / software system environment that supports various business processes with a Parking Access and Revenue Control System. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Convert current off-line PARCS to a fully automated online system.
- Install infrastructure to support Pay On Foot (POF) stations at different pedestrian-entry locations at each facility.
- Modify islands which will house new ticket dispensers and gate housings.
- Convert existing copper wire to fiber optics as needed.

In order to address these challenges and others, the City has initiated a project to adequately plan for, select, and implement a replacement hardware / software system. Section 2.0, Project Scope (included as Attachment 1 Scope of Work document), outlines the features and functionality desired in a future systems environment as well as the professional services activities to be a part of implementation.

The primary objective is to procure, implement and maintain a system or an integrated system of systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information.

1.5 Definitions

Below is a list of key terms and acronyms used in this document. The list is provided for your convenience and is not intended to be all inclusive. The list is designed to highlight terms and acronyms used in multiple locations throughout the document, terms that may have a specific or special meaning in the context of this document or terms (such as networking acronyms) that may not be commonly used in the parking industry.

Term or Acronym	Definition
Automatic Vehicle Identification (AVI)	A process or system by which a unique access control media (RFID transponder, barcode, etc.) is associated with a specific vehicle or user for the purpose of controlling vehicle access into a parking facility.
NMDOT	The New Mexico Department of Transportation.
Complimentary Time	The amount of time (usually in minutes) a patron has to enter and exit a parking facility without incurring a parking fee.
Event Log or Journal	The central database repository of all System messages and activity. The Event Log or Journal is immutable and maintained in secure database that will record all transaction data allowing the System to properly and accurately calculate, collect, and report revenue. The log will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified.
Facility Management System (FMS)	The Facility Management System or Software (FMS) provides the set of software and hardware components whose functions allow the implementation and control of all PARCS devices, components and activity. The FMS also provides administrative controls, user management, and access security for all software modules and subsystems.
Extended Operations Test	A required test designed to demonstrate, over a period of fifteen (15) consecutive days, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.
Facility Test	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation as a system to include all entry lane, exit lane, all other devices, software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers.
Fail Over	The process by the System sense and automatically switches functionality from a primary to a secondary server or device in the event normal function, power or communications are lost.
Grace Time or Period	The amount of time allowed before the next increment of time is added to the parking fee.

Hot List	A function of the LPR subsystem designed to automatically track and report license plates that have been identified as having a high incidence of exception transactions such as "lost tickets", "credit card declined", etc. or have been identified as "special interest" plates by Law Enforcement Agencies. .
ISO-Compliant	A product or service that conforms to the guidelines promulgated by the International Organization for Standardization.
Invalid Ticket	Also known as a 'Stolen Ticket, a ticket is flagged throughout the PARCS as Invalid if it has been removed from the Entry Device without the System detecting a normal entry into the parking facility.
Lag Time/ Grace Period	A preset length of time programmed into the System to allow patrons paying parking fees at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time/grace period would result in the accrual of additional parking fees payable at exit.
License Plate Inventory (LPI)	An automated collection process of vehicle license plates entering and exiting a parking facility for the purpose of calculating parking fees based upon the entry and exit times.
License Plate Recognition (LPR)	The automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying said vehicles and ensuring the proper calculation of parking fees.
Network Operations Center (NOC)	A central location selected by the City from which the City's information technology staff can access the PARCS and trouble shoot system connectivity and local communications' issues between PARCS components and the NOC.
Open Data Base Connectivity (ODBC)	A database standard for data interchange among computer systems that allows compliant database information to be imported into standard Microsoft products such as Excel (spreadsheets) and/or Access (database management).
Parking Access & Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by a parking facility
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane.
System	Parking Access and Revenue Control System (PARCS)
Time Synchronization	A function or service provided by the Facility Management System or Software (FMS) that allows the system clocks for each device on the network to be updated to reflect the time of the master clock. The master clock shall automatically adjust for "daylight savings" time changes. This process allows for proper and consistent fee calculation and event reporting throughout the network.
Transfer Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
White List	A listing populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City guests and visitors.
Uninterruptible Power Supply (UPS)	A re-chargeable battery powered device designed to provide conditioned and stable power to a computer in the event of a loss of incoming electrical service. UPS devices are rated in terms of the length of time they provide service for. The UPS device shall have lightning (surge) protection capabilities and also can be connected to a computer's serial port to allow for graceful power shut down in the event power is lost.

Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

1.6 City's Consulting Partner

The City may retain a consulting partner for this project. The role of consulting partner is to provide information and analytical services to support this project. Evaluations and resulting decisions will be made solely by the City of Santa Fe.

1.7 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Date of Advertisement	May 25, 2018
Request for Proposals Released	May 25, 2018
Pre-Proposal Vendor Conference	June 7, 2018 @ 10:00 am MST
Deadline for Questions From Vendors	June 14, 2018 @ 4:30 pm MST
Final Addendum for Questions Published	June 21, 2018
Deadline for Proposal Submissions	July 31, 2018 @ 2pm MST
Evaluation Period Commences	August 1, 2018
Vendor Demonstrations	August 15, 2018
Recommendation of Award to Finance Committee	*First meeting in September*
Recommendation of Award to City Council	Last meeting in September(Tentative)

1.8 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.9 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.10 Partnerships and Proposers of Subsets of Functionality

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
SCOPE OF WORK / TECHNICAL PERFORMANCE SPECIFICATIONS
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Appendix

Submittal of Technical Performance Specifications

Contractor shall submit in the Proposal Packet the following List of Attachments and Tables and Figures:

Attachment	Description
Attachment A PARCS Proposed Hardware	A list of all PARCS equipment by lane and by Facility required for full PARCS functionality.
Attachment B - PARCS Software Modules	A graphic display listing required software modules or functionality.
Attachment C - Project Milestone Schedule	A sample project schedule format to be used by the Contractor in developing the required Project Schedule.
Attachment D - Connectivity Diagrams	A graphic display of the connections between PARCS devices within a public parking facility and the central server. Contractors may use this attachment to develop diagrams such as a traditional communication diagram that will depict the interconnections between devices in the proposed System.
Attachment E - Substantial Completion Checklist	A sample checklist to be used to certify Substantial Completion.
Attachment F - Final Acceptance Checklist	A sample checklist to be used to certify Final Acceptance.

List of Tables and Figures

Table or Figure Name	Description or Title
Table 1	Existing Parking Facilities Descriptions
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Key Terms and Acronyms Defined

Below is a list of key terms and acronyms used in this document. The list is provided for your convenience and is not intended to be all inclusive. The list is designed to highlight terms and acronyms used in multiple locations throughout the document, terms that may have a specific or special meaning in the context of this document or terms (such as networking acronyms) that may not be commonly used in the parking industry.

Term or Acronym	Definition
Automatic Vehicle Identification (AVI)	A process or system by which a unique access control media (RFID transponder, barcode, etc.) is associated with a specific vehicle or user for the purpose of controlling vehicle access into a parking facility.
NMDOT	The New Mexico Department of Transportation.
Complimentary Time	The amount of time (usually in minutes) a patron has to enter and exit a parking facility without incurring a parking fee.
Event Log or Journal	The central database repository of all System messages and activity. The Event Log or Journal is immutable and maintained in secure database that will record all transaction data allowing the System to properly and accurately calculate, collect, and report revenue. The log will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified.
Facility Management System (FMS)	The Facility Management System or Software (FMS) provides the set of software and hardware components whose functions allow the implementation and control of all PARCS devices, components and activity. The FMS also provides administrative controls, user management, and access security for all software modules and subsystems.
Extended Operations Test	A required test designed to demonstrate, over a period of fifteen (15) consecutive days, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.
Facility Test	A required test designed to demonstrate the successful performance of an entire parking facility's equipment installation as a system to include all entry lane, exit lane, all other devices, software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers.
Fail Over	The process by the System sense and automatically switches functionality from a primary to a secondary server or device in the event normal function, power or communications are lost.
Grace Time or Period	The amount of time allowed before the next increment of time is added to the parking fee.
Hot List	A function of the LPR subsystem designed to automatically track and report license plates that have been identified as having a high incidence of exception transactions such as "lost tickets", "credit card declined", etc. or have been identified as "special interest" plates by Law Enforcement Agencies.

Term or Acronym	Definition
ISO-Compliant	A product or service that conforms to the guidelines promulgated by the International Organization for Standardization.
Invalid Ticket	Also known as a 'Stolen Ticket, a ticket is flagged throughout the PARCS as Invalid if it has been removed from the Entry Device without the System detecting a normal entry into the parking facility.
Lag Time/ Grace Period	A preset length of time programmed into the System to allow patrons paying parking fees at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time/grace period would result in the accrual of additional parking fees payable at exit.
License Plate Inventory (LPI)	An automated collection process of vehicle license plates entering and exiting a parking facility for the purpose of calculating parking fees based upon the entry and exit times.
License Plate Recognition (LPR)	The automatic capture, decoding, storing and matching of vehicle license images or data for the purpose of uniquely identifying said vehicles and ensuring the proper calculation of parking fees.
Network Operations Center (NOC)	A central location selected by the City from which the City's information technology staff can access the PARCS and trouble shoot system connectivity and local communications' issues between PARCS components and the NOC.
Open Data Base Connectivity (ODBC)	A database standard for data interchange among computer systems that allows compliant database information to be imported into standard Microsoft products such as Excel (spreadsheets) and/or Access (database management).
Parking Access & Revenue Control System (PARCS)	A centrally-managed group of hardware and software components or devices usually connected in a networked environment for the purpose of controlling access to, and accounting for all revenues generated by a parking facility
Single Lane Test	A test designed to demonstrate the successful processing of all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all devices and any related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane.
System	Parking Access and Revenue Control System (PARCS)
Time Synchronization	A function or service provided by the Facility Management System or Software (FMS) that allows the system clocks for each device on the network to be updated to reflect the time of the master clock. The master clock shall automatically adjust for "daylight savings" time changes. This process allows for proper and consistent fee calculation and event reporting throughout the network.
Transfer Control Protocol/Internet Protocol (TCP/IP)	The standard protocol for communications between computers used to transmit data over the Internet or on internet-based networks.
White List	A listing populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City guests and visitors.

Term or Acronym	Definition
Uninterruptible Power Supply (UPS)	A re-chargeable battery powered device designed to provide conditioned and stable power to a computer in the event of a loss of incoming electrical service. UPS devices are rated in terms of the length of time they provide service for. The UPS device shall have lightning (surge) protection capabilities and also can be connected to a computer's serial port to allow for graceful power shut down in the event power is lost.
Universal Serial Bus (USB)	A standard for communications between a computer and external peripheral devices using bi-serial communications cabling.
Upgrade	PARCS System upgrades shall be guaranteed for the first - five (5) years from the date of PARCS System Certification and Acceptance by the City at no additional cost to the City.

PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS)
TECHNICAL PERFORMANCE SPECIFICATIONS

GENERAL

This document defines the requirements for a state-of-the-art replacement for the existing parking revenue control system at the City of Santa Fe. The parking access and revenue control system (the System) to be provided by the successful Contractor will be an on-line virtual real-time system centrally-controlled over an internet-based (TCP/IP) control network. The System shall have the ability to improve the parking patron experience by allowing express or ticketless parking transactions. The System will use License Plate Recognition (LPR) as a secondary source for anti-fraud and accountability measure and shall be able to process public parking (with license plate recognition functionality) and non-public parking transactions (without license plate recognition or inventory functionality) involving Barcode tickets, reusable Tokens, ISO-compliant cards (credit/debit cards, value added cards, non-revenue cards, smart-cards, etc.) or Automatic Vehicle Identification (AVI) media such as Radio Frequency Transponders, proximity cards, etc.). The System shall also provide comprehensive monitoring, control, reporting and auditing functionality to provide the City's parking patrons the best possible customer service experience in the most efficient manner possible. To this end, the City desires to use reliable, proven technology for all components of the system while allowing the vendors to propose new and innovative solutions based on this proven technology.

Exhibits or Attachments referenced within these specifications are intended to be samples or guidelines of the documentation to be provided by the Contractor for review and approval by the City's project manager. Drawings and general provisions of the Contract, including any General (and Special, if any) Conditions, shall apply to the work specified under this section. Where a conflict between the content of these specifications and the Contract arises, the provisions of the negotiated Contract shall be controlling. Additional specifications or City standards shall be included by attachment or referenced herein in this RFP.

A. SYSTEM DESCRIPTION

The System provided by the successful Contractor shall be flexible, scalable and modular in design: Flexibility refers to the ability of the City to modify the System and its components to meet its changing operations and facilities (in the majority of cases without additional assistance from the Contractor). A key point of flexibility will be the extent to which the System provided possesses an open architecture design that allows for ease of integration of software and devices from other providers. Scalability refers to the ability of the City to add volume in terms of transactions, devices, or facilities (up to 100%) to meet changing parking demand without significant modifications (other than the additional devices) to the PARCS. Modularity refers to the ability of the City to add functionality to the PARCS (especially to the system software) without causing measurable degradation to existing system functions and customer service. The modular design would allow addition or deletion of capabilities or devices by simply adding them to the Facility Management System software (FMS) resident on the PARCS server and network and installing the appropriate field devices. The scope of the existing parking access and revenue control system will be expanded to include non-revenue or flat-fee access control for non-public patrons (City staff, and service vehicles, etc.) within the existing public parking facilities and all other City-controlled parking facilities where PARCS is installed. The System software shall provide the ability to control all non-public transactions through a Windows-based graphic user interface (GUI) and include control, vehicle count and 'anti-passback' capabilities. Anti-passback refers to access control measures taken to make certain a particular access media (magnetic stripe and or barcode card, barcode, proximity card or other media) may only enter or exit a facility in a prescribed sequence and to eliminate the possibility of multiple entries or exits using the same media without completing a closed transaction which is simply defined as "each media enabled entry must have an exit before re-entry is granted utilizing the same media", after which the system resets the media for another entry/exit cycle upon completion of the first sequence . The successful proposer shall replace existing cashier booths in all three (3) garages with new booths designed to house all PARCS components in a manner that provides full access with ease to all pertinent PARCS components necessary for cashiering functions. The new booths shall be air-

conditioned for heat and cool air and sufficiently spacious to comfortably accommodate an attendant along with all the necessary equipment. The Water Street Lot has a historic building which serves as a cashier booth as well. This building will not be replaced due to historic value and required preservation.

The System software shall control all network functions, shall be network-based and available only to authorized users on the City's administrative network and shall include modules for public parking, non-revenue parking, validations, automatic vehicle identification (AVI) transactions, frequent parker programs, event parking, internet reservation programs, prepaid parking programs, and modules or other functionality as detailed below. The software shall also be able to provide billing capabilities as appropriate for certain functions or user types, such as monthly parking, hotel guest parking, etc. The system software provided may include original vendor-created software applications, third-party software and appropriate integration so that the entire system operates as a seamless whole.

The System shall also provide a robust set of transaction, revenue, maintenance, and management reports that shall include the ability to sort and otherwise manipulate a copy of raw transaction data through the use of filters and other reporting tools. The system shall provide enhanced customer service and payment options for parking patrons, while simultaneously maximizing the benefits (in terms of cost, accountability and efficiency) of system automation.

The entire system shall be connected utilizing a data communications network (with components both unique to the PARCS and shared with the City's administrative network) that will connect all devices, software modules and control workstations. All cabling and data communications devices shall comply with City standards referenced herein and in other sections of this RFP and technical performance specifications.
The parking access and revenue system will be fully integrated and encompass all revenue control devices, data processing, central control, and communications functions throughout the entire City's parking complex.
Items not specifically mentioned or addressed in these specifications that are necessary and integral for a new, complete, and operational PARCS as described herein, in the RFP and the System Definition Document (SDD), shall be provided by the Contractor at no additional cost and as approved by the City's project manager.

B. PROJECT MANAGEMENT AND CONTROLS

The successful Contractor will provide all labor, supervision, project coordination, materials, equipment, services and all other items necessary or proper for, or incidental to, designing, providing and installing a fully functional parking access and revenue control system (PARCS) with the exception to those items marked "provided by the City" elsewhere in this document, providing adequate spares, bench stock providing standard warranty and maintenance services, providing all required training, providing all required user system and maintenance documentation (manuals, plans, diagrams, licenses, etc.), and for a period of three years after the expiration of the standard warranty period of the PARCS, sell to the City for its requirements additional PARCS components in accordance with this specification and Contractor-submitted pricing schedules. The contractor will provide all of the extraneous (non-system related) concrete work such as curbing, back out lane area where applicable, and islands. All painting on the lots such as the pedestrian walk-way striping and the directional arrows will be provided by the City. The contractor shall provide all work necessary to install new islands as necessary for custom attendant booths, equipment mounting which includes all necessary conduits, pull boxes, wiring and related electrical work, system related concrete and trenching. The Contractor, through its appointed project manager and staff, will at a minimum be responsible for the following activities:

B1. Project Management

The Contractor shall propose a qualified project manager to serve as and be empowered to act as its representative in providing on-site project management services throughout the term of the contract. The Contractor shall provide written evidence of the project manager's qualifications and

the appointment of the project manager shall be subject to the City project manager's approval. The City's project manager shall, at his or her sole discretion, grant or deny such approval in writing within five business days. Should the City project manager withhold approval of the proposed project manager; the Contractor shall propose an alternate candidate within five business days of notification.

The Contractor's project manager shall be assigned to this installation and be on-site during all major installation activities. However, for short durations (less than ten calendar days), the Contractor may assign an equally-qualified substitute project manager to fulfill this requirement. If the Contractor requests to permanently change the project manager, this request must be submitted in writing for review and approval by the City's project manager. The City reserves the right to require a change in Contractor's project managers should the City's project manager, at his or her sole discretion, conclude that the Contractor's project manager has failed to be effective, responsive, or cooperative.

For the purposes of these specifications the term project management shall include but is not limited to oversight (monitoring and control) of all installation activities conducted by Contractor employees or subcontractors, coordinating with the City (and its agents, contractors, consultants and concessionaires) on all project-related matters, as well as, coordinating with other contractors working on projects located in adjacent or co-located work areas. The Contractor's project manager shall also be responsible for conducting project meetings (at least bi-weekly and always on-site), providing written minutes of such meetings, providing reports concerning significant events and all work done since the previous meeting and work to be conducted before the next meeting, as well as, providing phasing, scheduling, and system installation documentation or information (in written, graphical or oral format) as requested by the City's project manager and detailed in these specifications and RFP. Lastly, the Contractor's project manager shall be responsible for ensuring all deliverables required in these specifications are true and correct, delivered in a timely manner and updated as required by the City's project manager.

B2. Installation, Testing and Commission

The Contractor shall provide all necessary components for the proper and complete installation of the PARCS specified below, shall schedule and assist in the conduct of system testing and commissioning sessions, and shall provide completed checklists (as approved by the City's project manager) to properly document testing of the system for both substantial completion and final acceptance for each facility, each phase of the project and for the overall installation.

B3. Training & Support

The Contractor shall provide all training required in these specifications in a manner acceptable to the City's project manager. All training and demonstrations shall be overseen by the project manager and coordinated with the City's Parking Division so that there is minimal impact to on-going parking operations. The Contractor must be prepared to conduct training activities during off-peak hours to facilitate maximum participation and reduce staffing costs. The Contractor shall also provide the support functions specified below. These support requirements shall include but are not limited to warranty services, software updates, report development support, the sale of additional components during the standard warranty period and post warranty maintenance support.

B4. Incidental Electrical, Signage and Civil Work

The Contractor shall be responsible for completing all incidental work required for a fully functioning PARCS installation which includes but is not limited to electrical, signage and civil work. This work may involve minor modifications to key access points and circulation patterns within any given facility which meets all applicable codes and regulatory requirements. General plans, specifications and details of this additional Contractor provided work shall be included by contractor as an Attachment to the proposal.

B5. Other Administrative Notes

B5.1. Contractor Parking

The City shall provide the Contractor with parking for up to a maximum of five (5) Contractor or subcontractor vehicles at any one given time. The City shall also provide non-revenue access to delivery vehicles when equipment, consumables, construction waste or other cargo must be delivered to or removed from any revenue controlled work site.

B5.2. Security

The Contractor shall be solely responsible for the security of all equipment components, tools and other property it or its subcontractor chooses to bring on to City property. Until substantially complete the Contractor shall be also responsible for installed components of the PARCS.

The Contractor shall be solely responsible of the physical security of its employees, agents and subcontractors engaged in work on City property as a consequence of this project.

B5.3. Safety

The Contractor shall be solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Contractor may identify that it is unable to correct or are outside the Contractor's scope of responsibility shall be promptly reported to the City's project manager. The Contractor must have in place appropriate safety plans, programs and procedures to ensure job safety is paramount.

The Contractor shall ensure that all workers assigned to this project whether employed directly or indirectly by the Contractor or its subcontractors are protected in accordance with all applicable local, state and federal workplace and occupational safety regulations.
The Contractor shall also refrain from creating work hazards for others individuals (such as parking management employees) legally authorized to be within or in proximity to the Contractor's work areas.

C. REQUIRED DELIVERABLES

The City shall require ten (10) business days to review all the test procedures and deliverables. Where corrections are necessary, they shall be made and submitted to the City for approval. A five (5) business day review and approval time shall be allocated for corrections to the deliverable documents. The Contractor shall provide to the City project manager, the following deliverables in a format to be approved by the City project manager:

C1. Project Schedule

Within fifteen (15) days of receiving Notice to Proceed, the Contractor shall develop and submit a detailed cost loaded project schedule, and schedule of values in a format approved by the City project manager for his or her approval. The schedule will be the key document in determining most financial aspects of the project's execution (payments, liquidated damage, incentives, etc.) The project schedule shall include, but is not limited to, an outline of the tasks that must be completed to satisfy all requirements contained in the RFP and contract documents, as well as, the names and responsibilities of all key participants involved in each task. The project schedule shall include completion dates for each task or subtask. The preliminary project schedule and milestones will be attached as part of the contract agreement. Tasks having shared responsibilities that may be outside of the Contractor's direct control or require City decision making shall be included (especially with regard to Phase 1) in the Contractor-provided schedule and the City project manager will assist the Contractor in procuring the necessary information. The project schedule shall be organized by phase or sub phase (corresponding to a parking facility) and shall include milestones (action and date) for each facility and a level of detail down to the individual lane in each facility. If the Contractor requests to run phases or sub-phases concurrently the Contractor shall provide for separate tracking (to the lane level) for the multiple tasks in process.

The Contractor shall provide overall operational completion dates for each phase or sub-phase. The Contractor's failure to meet the milestone dates for the individual phase or sub-phase completion dates shall invoke liquidated damages.

The Contractor's project manager shall be responsible for maintaining the schedule for the duration of the project (with regular updates as required by the City project manager) and will inform the City project manager of significant foreseeable changes to the schedule at least two weeks before the expected event is to take place. Unforeseen changes shall be reported immediately upon discovery. In the event of such a delay the Contractor's project manager shall be responsible for identifying and proposing methods to get the project back on schedule (or to expedite the schedule) and for making appropriate changes to the schedule, as approved by the City project manager. The Contractor's project manager shall also be responsible for communicating any schedule changes (through channels or methods approved by the City project manager) to all parties that may be impacted by the change.

The Project Schedule shall be an integral part of the Contractor's Project Execution Plan (see below) and shall make reference to the major milestones of any other City projects that impact or will be impacted by the System implementation. In regard to the other City-controlled projects, a Risk Management Plan (see below), to be approved by the City project manager and in a format acceptable to the City project manager, shall be provided by the Contractor with the Project Schedule. The Project Schedule shall also be consistent with other components of the Project Execution Plan (Testing Plan, Transition Plan, etc.)

C2. Civil and Electrical Design Documentation

Upon issuing Notice to Proceed, the City project manager will schedule a meeting (on site) with the Contractor in order to review the Civil, Concrete, Signage and Electrical Design Documentation to be submitted by the Contractor. The electrical sub-consultants and electrical subcontractors shall attend. The Contractor shall be prepared to provide detailed information of the physical requirements of the System, how they will be implemented for this installation and the anticipated impact this implementation will have on the City's infrastructure and operations. All electrical and civil design submittals and accompanying shop drawings shall be stamped by a professional electrical or civil engineer registered in the State of New Mexico. The Contractor shall place special emphasis on detailed information for items that might impact the successful completion of Phase 1. Such information and details will include as a minimum the following items:

a) Modifications to existing islands and dimensions of new islands.
b) Replacement and relocation of existing parking attendant booths as appropriate.
c) Data communications and power requirements and work to be accomplished.
d) Requirements to access other areas or facilities to complete necessary work.
e) Pay-on-Foot (POF) device locations.
f) Location and requirements for VMS parking space count system, LED signage, detector loops and components.
g) Location and requirements for red/green status lights at entry and exit lanes.
h) Relevant product cut-sheets not provided with Proposal
i) Temporary power and back-up generator requirements and arrangements
j) Outage notification plans and programs
k) Required environmental or other mitigation plans (such as storm water mgmt., etc.)
l) Planned road or lane closures and traffic mitigating control plans

The Contractor shall summarize their input along with any related City comments and provide a written document memorializing the discussion. Prior to commencing Phase 1 the Contractor shall provide detailed drawings, schematics and descriptions of the items and actions listed above for review and approval by the City project manager.

C3. Project Execution Plan

Within fifteen (15) days of Notice to Proceed, the Contractor shall submit and maintain a project execution plan for approval by the City project manager in a format to be approved by the City project manager. This Project Execution Plan shall detail the equipment, methods, and procedures used to complete the work under the subject Contract and shall include, but not be limited to, the following components:

C3.1. System Transition Plan

As part of the Project Execution Plan the Contractor shall deliver a System Transition Plan for the approval of the City project manager. This document shall detail how the impact to on-going parking operations will be minimized during the system transition period. The System Transition Plan shall include a detailed narrative on how the Contractor plans to insure proper traffic flow and throughput capacity at each facility and at each plaza during each installation phase and accompanying traffic control plans. The plan shall clearly detail the expected roles of the various stakeholders (the City, the parking management company, etc.) in maintaining the highest level of customer service possible. As with all components of the Project Execution Plan, the plan shall be delivered with said document and subject to the City's review and approval process. The City project manager shall have the authority to direct the Contractor to make any appropriate changes. The Contractor shall be responsible for maintaining the plan's content. The System Transition Plan shall be used in other portions of the Project Execution Plan and the Project Schedule.

C3.2. Configuration Management Plan

The Contractor shall provide and maintain a Configuration Management Plan to identify, coordinate, control, and track the change and evolution in versions or configuration of system components or deliverables such as hardware, firmware, software, network, report formats and manuals. The Configuration Management Plan shall be submitted as an integral part of the Project Execution Plan and shall be subject to the same City review and approval process. At all times during the installation the Contractor shall ensure the Configuration Management Plan is accurate and up-to-date. At any time during the installation the City project manager may request that the Contractor's project manager conduct a comprehensive review of the plan's components and revalidate its accuracy.

C3.3. Testing Plan

As part of the Project Execution Plan the Contractor shall submit to the City project manager (in an approved format) a comprehensive Testing Plan that explains in detail how the PARCS components and overall system will be tested for compliance with these specifications. The Testing Plan shall comply with the general guidelines set forth in this document and shall be designed to test all the functionalities provided for in this technical specifications. At a minimum the plan shall initially include a narrative of testing philosophy, procedures and documents to be used. The Testing Plan shall have separate sections for testing during each phase and sub-phase, as well as, an overall final system test. Each section may include appropriate testing goals, descriptive narratives, test scripts and checklists that conform to the requirements of these technical specifications. The plan shall also include graphics (tables, charts, etc.) that will allow the City project manager to easily correlate the testing to individual functionalities. The Testing Plan may be maintained and modified as requested by the City project manager. Copies all applicable testing documentation shall be later added to the plan so it may serve a single resource for all testing documentation.

C3.4. Training Plan

Within fifteen (15) days of receiving Notice to Proceed and as a part of the Project Execution Plan, the Contractor shall deliver a Training Plan that contains a comprehensive discussion on how training will be conducted, evaluated and documented by the Contractor. The Contractor shall provide all necessary training required for the proper operation, maintenance and control of all System functions. The Contractor shall also detail how it will provide training on any third-party software it may choose to provide with the system. In the plan, the Contractor shall describe how

it will document training (at the Contractor's own expense) via the use of DVD, PowerPoint or other media so that the City may use the product for its future training needs. At a minimum the plan shall include samples of training outlines or curricula (to include class content and contact hours), recommended initial or recurring training requirements for each position listed in the specifications, samples of training documents or presentations, evidence of correlation between the training curricula and required manuals, and qualifications of proposed training staff.

C3.5. Risk Management Plan

Also as part of the Project Execution Plan, the Contractor shall provide a Risk Management Plan that enumerates potential risks to successful project completion and recommended counter measures to overcome them. The nomenclature used in the Risk Management Plan shall be consistent with the terminology used with the Project Schedule and other deliverables. The Contractor shall detail contingency measures it plans to adopt should such problems occur. The Contractor must show evidence it has pre-coordinated these contingency plans to the extent possible and has identified all required resources. The City project manager shall have the same review and approval authority over the Risk Management Plan as the Project Execution Plan.

C4. System Definition Document (SDD)

The Contractor shall submit a System Definition Document (SDD) for approval by the City project manager (in a format to be approved by said project manager) within thirty (30) days of Notice to Proceed. The SDD shall provide detailed descriptions of the philosophy, process and components the Contractor plans to provide in order to deliver a system that satisfies the requirements of these specifications. At a minimum the document shall contain written and graphic information detailing the organization of the component parts of the entire PARCS to include all functional software, hardware, and firmware modules, subsystems, interfaces or components, as well as, all reports, and other required system documentation. The SDD definition shall also discuss the service components (maintenance, training, etc.) required under these specifications.

The Contractor shall place particular emphasis on methods it will employ to implement functionalities such as non-revenue employee parking card processing, value-added (declining balance) card processing, non-revenue card processing, and automatic vehicle identification (AVI) processing, a comprehensive validation system, the License Plate Recognition (LPR) system, frequent parker programs, the Internet Parking Reservation Program, etc.

The document shall also detail, by the use of narrative descriptions, equipment specifications, drawing or diagrams, the system's network architecture, the methods to be employed for revenue reconciliation, special audit features, system reliability, redundancy and recovery features (for the overall system and system data) and any other relevant details including information the Contractor may have already included in other submittals.

The SDD shall be considered a 'living document' and shall be updated by the Contractor as the installation progresses. The City project manager shall review and approve all components of the document and no component or functionality may be installed unless it has first been included in the SDD and approved by the City's project manager.

C5. Recommended Spare Parts and Consumable Lists (with Pricing)

C5.1. List of Recommended Spare Parts and Five-year Price Schedule

The Contractor shall provide a document detailing required or recommended stocks of spare parts, components and subcomponents. At a minimum, the list should contain devices, components, and subcomponents so that there is at least one (1) complete device or ten per cent (10%) redundancy for each specific type of entry, exit, fee computer or pay-on-foot PARCS device. Computer hardware and software spares will be established separately by the City and will not be included in the ten percent (10%) guidelines. Additional guidelines on spare parts requirements are provided below.

The Contractor shall also provide set unit pricing for each type of device and component on spares list submitted by Contractor as an attachment to the Proposal. Pricing shall be listed by year for each of the five (5) years after the standard warranty expiration date. The pricing for the initial installation or the initial year (whichever is less) shall be used for any additional devices (in addition to those required below) purchased during the installation phase (prior to final acceptance or the end of the Contract whichever is later).

C5.2. List of Recommended Consumables and Price Lists

The Contractor shall provide a price list for all consumable items with pricing valid for one year after Notice to Proceed. Where possible the Contractor shall provide alternate sources of approved consumable items and certify that use of these items will not void any written or implied warranty.

C6. Demonstration Software

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide demonstration software (along with all necessary equipment) for all applications and interfaces that will be used to operate the System. This demonstration software shall simulate user interaction with the various components of the System. At a minimum the software package shall demonstrate user interaction with all field devices (Entry and Exit Lane Devices, Pay-on-Foot Devices and Special Purpose Fee Computers) and interaction with the facility management software system, to include but not limited to control of field devices, manipulation of the parking space count system, use of the system reports menus, use of the license plate recognition (LPR) subsystem, and the operation and control of all other software modules identified below.

C7. Sample Reports

Within fifteen (15) days of Notice to Proceed, the Contractor shall provide a representative sample of each report it plans to provide in response to the reporting provisions contained in these technical specifications. The City project manager shall review and approve this deliverable product in accordance with the guidelines for all other deliverables. The City project manager may ask to Contractor to validate whether a report meets the specification requirement and may request changes in formatting or presentation. An acceptable method of delivering this product would be to integrate it with the demonstration software deliverable.

C8. Maintenance Plan

Within fifteen (15) days of Notice to Proceed the Contractor shall provide a Maintenance Plan for review and approval by the City project manager. Maintenance Plan shall include discussions regarding the maintenance services to be provided by the Contractor during the installation and warranty period. The Contractor shall detail how it will provide these services on a non-interference basis with on-going installation activities. The Contractor shall also detail how it plans to train and interface with the City's parking revenue control system technician. The Maintenance Plan will also differentiate between the Contractor's responsibilities during the warranty period and the Contractor's involvement after the warranty period. The plan shall also draw distinctions between which services shall be considered warranty repairs and which service shall be considered routine maintenance.

Contractor shall maintain all systems and equipment provided under contract from system start-up to Final Acceptance. Contractor shall perform emergency repairs due to defective equipment, materials or workmanship, which are required to prevent damage to adjacent property or injury to persons, at Contractor's sole expense, as soon as practicable, upon notification by City. Maintenance, and support services after Final Acceptance shall be part of the base 1- year warranty.

As an optional key component of the plan, the Contractor shall include a proposal for providing contracted maintenance support services with pricing for three years after the end of the warranty period. The proposal shall be based on scope of services in section 1.17 Technical Support and Maintenance Requirements but the final scope is to be negotiated by the two parties. The plan

may provide recommended coverage and staffing options designed to meet the specific needs of the installed system if these differ from those provided for below. The City project manager shall review the contents of the plan and if necessary, request that the Contractor make corrections or clarifications. The particulars of maintenance service agreement proposal shall be negotiated separately if accepted by the City.

D. EXISTING CONDITIONS

D1. Project Site Conditions and Work Locations (Parking Facilities)

During the last Fiscal year for which complete information is available (Calendar Year 2017) City parking garage and lot revenue totaled approximately $3,641,334.59. The City has an inventory of approximately 1,486 public garage and lot parking spaces currently served with a revenue control system. These spaces are distributed among three parking garages and one surface lot.

In addition to traditional hourly and daily public parking options the City also offers monthly and over-night parking services. The City also provides employee parking in some of the facilities. (See Table 1 below for additional information):

Table 1: Existing Public and Employee Parking Facilities Descriptions

Facility Name	No. of Spaces	Fee Structure	Type of Facility	Entry Lanes	Exit Lanes	Comments
Convention Center	522	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	Total three (3) lanes
Sandoval	404	Hourly / Daily Monthly/Prepaid	Garage	2 + 1 dual purpose in/out	2 + 1 dual purpose in/out	Total five (5) with three (3) lanes on San Francisco St. and two (2) lanes on Water St.
Railyard	404	Hourly / Daily Monthly/Prepaid	Garage	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out	1 + 1 dual purpose in/out
Water Street	156	Hourly / Daily Monthly/Prepaid	Lot	1	1	1

D1.1. Convention Center Garage

This parking garage is an underground, two level structure located at 119 S. Federal Place and is below the Santa Fe Community Convention Center and has 522 spaces used for daily, hourly, monthly, City employee, and prepaid parking. This parking structure needs a special safety requirement that limits the height of vehicles entering the garage. Infrared sensors at the main entry of the garage are required to disable the TIMs if the infrared beam is interrupted.

D1.2. Sandoval Garage

This parking garage is a multi-level above ground garage located at 216 W. San Francisco Street and has 404 spaces used for daily, hourly, monthly and pre-paid parking. Infrared sensors at the main entry as well as the back entry are required to disable the TIMs if the infrared beam is interrupted.

D1.3. Railyard Garage

This parking garage is a multi-level underground garage located at 503 Camino de la Familia and has 404 spaces used for daily, hourly, monthly and pre-paid parking.

D1.4. Water Street Lot

This parking lot is located at 100 E. Water Street and has 156 parking spaces and used for daily, hourly, monthly and pre-paid parking.

D2. Existing Connectivity Infrastructure in Parking Facilities

Existing connectivity infrastructure in parking facilities which will receive the new PARCS will be provided to all participants during the Pre-Proposal Teleconference Event.

E. PROJECT PHASING

E1. Phase One (1)

The project shall commence with a test bed installation at the Railyard Parking Garage. This facility is currently used for public and City employee parking. Once the lane devices and any network or communications infrastructure and all incidental work to ensure a fully functional PARCS_system has been installed and tested to the City's satisfaction, the remainder of the project may continue. The Contractor shall install a network switch controlling the devices in this facility and providing connectivity to the central server(s) to be located in the City's network operations center. The Contractor shall also deliver the required spare network switch at the conclusion of Phase 1. All networking installation tasks shall be conducted under the guidance of the City's network management staff. This connectivity to the central system server shall be accomplished via a fiber optic connection or other method approved by the City's Information Technology Officer.

During and after installation, the Contractor shall ensure the maintenance of positive revenue control. The reporting of existing devices to the central server(s) shall not be impacted adversely by the installation of the new devices. The failure of the Contractor to reach substantial completion (in accordance with the approved testing plan) within the allotted period of time may lead, at the sole discretion of the City, to the imposition of liquidated damages. The Railyard Garage Full Functionality including LPR shall be completed within or before thirty (30) calendar days from the date the contract is signed. It is understood that the recognition capability of the LPR system will reach 95% accuracy by the end of the Railyard Garage installation. Full recognition capability (99%) will be reached by the end of Phase 2.

In addition to the installation of all PARCS devices the Contractor shall, at no additional cost to the City, supply all labor, services, personnel, and equipment, necessary to provide a fully functional parking space count system with individual floor status dynamic signage. The Contractor shall also provide a dynamic space availability sign at the garage entrance to convey parking vacancy information (from the count system) to public parking patrons prior to entering the parking garage structure.

E2. Project Phase Two (2)

The second phase of the project shall only commence when the Railyard (Phase 1) Facility Test is successfully completed and when the City has decided to proceed with the remainder of the installation. However, at the City Project Manager's sole discretion the Phase 2 work may be authorized to begin.

The second phase shall be subdivided into several sub-phases (one for each remaining garage). However, at the sole discretion and approval of the City's Project Manager the other sub phases may be conducted concurrently with each other. During the last sub-phases of Phase 2 the Contractor shall continue to install the requisite components in each of the public parking facilities and the devices and components in these facilities shall be connected to the central server or group of servers as appropriate to achieve full PARCS functionality. The installation of the PARCS shall run concurrently with the existing revenue control systems without any impact on the City's parking operations.

Concurrent with the installation of lane devices the Contractor shall install workstation/s in the appropriate locations as identified by the City. Such installations shall be conducted under the supervision of City personnel and comply with both these specifications and the applicable City

standards. In accordance with the Testing Plan, the Contractor shall demonstrate that all transaction data elements from all devices (including LPR data) will be captured by the Contractor's FMS and that the City can exercise proper control and monitoring of the devices in each facility. The system data and the control and monitoring functionality shall be available to the authorized users in virtual real time via a Windows-based GUI available from any workstation on the PARCS network or the City's administrative network. Use of the FMS software shall not degrade the operation of other applications resident on the workstation nor prevent the user from using more than one application at a given time.

F. SYSTEM DESIGN AND REQUIRED COMPONENTS

The PARCS shall be comprised of the various hardware and software components, modules or devices that will be tightly integrated into a seamless network environment. Some devices listed below may be combined into a single housing or multi-purpose operating unit. For example, an entry lane ticket dispenser may also possess an integral magnetic stripe and or barcode reader capability (Credit Card In and Out), integral intercom and validation functionality. To the extent possible it is the City's desire that the Contractor provide system components that are modular in nature. Commonality of components among different devices is highly desirable.

Some entry or exit lanes within the system and within a parking facility may be configured differently (for example, lane devices with or without LPR functionality) however; the devices shall be configured so as to allow multiple processing capabilities within the same lane. The functionality of device in any lane shall not be impaired by the operation of another device and the System software shall be capable of identifying, tracking and reporting system activity by individual device as well as by lane. The devices may independently address other peripherals within the lane (preferred) or other network components or communicate through a lane controller.

All devices in a given parking facility should be connected to a network switch, an intermediate networking device located at each lot or garage, via standard shield twisted-pair CAT 5/6/7 network cables (RJ-45 connector) which in turn would connect the PARCS central server(s). Devices must be capable of Transport Control Protocol/Internet Protocol (TCP/IP) standard network communications (with minimal, if any, proprietary software or firmware protocols).

F1. Facility Management Software or System (FMS)

The Contractor shall provide a fully on-line, virtual real-time, fault-tolerant system that shall be monitored and controlled by a software application or integrated group of software modules or applications described as the Facility Management System (FMS) software. The term FMS shall be used to describe the sum total of all software components, modules and functionality. The software components of the individual field hardware devices or special purpose subsystem devices shall be discussed in the appropriate section below.

The Facility Management Software (FMS) or system shall be an integrated program or group of programs designed to communicate with, control and monitor all PARCS components in virtual real time and have the capability to interface in real-time with City's current Financial System or any future Financial System City acquires at no additional cost to the City. This online system shall include all communications control software and components, as well as, provide secure access to and management of the central and distributed active and archival storage devices. The FMS shall be based on a central database displayed as an event log or journal file that records all system activity in an immutable format. The FMS shall constantly poll all devices whether active or inactive to monitor and report on communications link conditions as well as, device status. All field-programmable functions of the individual PARCS devices shall be programmable (either globally or individually) utilizing the FMS interface.

The FMS shall have a Windows-based graphic user interface (GUI) from which the user may access all FMS functions. This GUI shall present all pertinent system information in virtual real time and in an organized fashion in a single or multiple Windows that can be controlled by the individual operator. The FMS shall be available to any authorized user from any computer on the

City's administrative network that has been granted access to the PARCS network. The main screen of the FMS shall include a facility map that depicts the City's parking facilities in relation to each other. A properly authorized user shall be able to "drill down" from the facility map to view and control the status of individual System devices. The GUI shall also include a series of pull-down menus organized in such a manner as to make them intuitively easy to use.

The FMS will automatically provide system time synchronization by maintaining the system clock for the entire PARCS. The FMS will regularly query and update the internal clocks on the individual PARCS devices whenever the device clock differs from the system clock by fifteen (15) seconds or more. The FMS software shall automatically adjust for daylight saving time and leap years in its internal interface and allow modification of device internal clocks for this purpose.

The FMS shall possess at least six (6) password security levels. Access to individual events or functions shall be assigned to each security level and locally programmed. System exception events and alarms shall be displayed (audibly and graphically) on the FMS GUI and shall be acknowledged by the system operator. The audible alarms may be silenced and all event alarms shall be individually programmable. The acknowledgement of any alarm shall be recorded on the FMS system journal or event log.

The FMS software shall be fully integrated with the License Plate Inventory (LPI) and License Plate Recognition (LPR) software modules or subsystems below. The FMS shall allow any user operating a workstation on the communications network to access, monitor and review LPI or LPR data (including license plate images) stored within the PARCS. This requirement would include any image data processed or stored at the device or lot level.

All FMS data shall be stored in a location and format that is readily accessible throughout the communications network. All FMS data shall be formatted to allow modification of the output data (filtering, sorting, indexing, etc.) using standard reporting tools (integrated into the FMS) without modifying the underlying source data. All data elements shall be exportable to any designated workstation or to storage media in a format readable by any ODBC-compliant software package. The FMS shall be capable of accurately generating and storing standard reports as described below as well as ad hoc reports created through the System query functionality. All FMS reports shall have the capability of being sent to any printer on the PARC communications network using an appropriate print dialog box, icon, or the print screen function. All FMS data and reports shall be archived with appropriate security level restrictions (using online or off line storage) for a period of up to three (3) years (the current year's data shall be stored online). Archived data may be saved in a compressed format.

All computer software, hardware and firmware related to the FMS shall be suitable for its purpose and allow for reasonable growth without material degradation of its functionality. Reasonable growth shall be defined as being able to accommodate up to two hundred percent (200%) of the current number of devices, workstations, transactions, total revenue or peak data volume.

To the greatest extent possible, industry standard software packages shall be utilized and such software package shall be identified in the Contractor's submittal. The Contractor's submittal shall state the purpose of the software package, where it will be used, and how it will be used. If one software package is required to interface with another software package, the interface shall be documented as appropriate. Custom software required by the Contractor to operate the PARCS shall be supplied to the City with complete documentation and supporting schema, flowcharts and block diagrams limited to non- proprietary information.

F2. License Requirements

The Contractor shall provide to City (subject to the City project manager's approval) all software licensing for the software packages used for the System and any subsystems selected by the Contractor for implementation at the City. The licensing arrangement for the FMS software shall include an unlimited site license so that any number of authorized users on the PARCS

communications network may access the System's functionality at any given time. This unlimited use shall not degrade the operations of the PARCS or any workstation computer used to access the System. Third party software licenses for software used in the PARCS shall be limited to 10 user licenses.

The Contractor shall provide appropriate software licenses as required for each of the software programs that have been developed or provided (off-the-shelf) to operate the System. If available, a site license shall be provided to City. The Contractor shall identify all third-party software and associated licenses in the System Definition Documentation. The Contractor shall submit in their proposal, a listing of all software licenses the proposed System will require through the standard warranty period.

F3. Software Upgrades and Escrow Requirement

All System software or firmware applications programs, modules, or subsystems shall be warranted to be free of defects for a period of one (1) year following final acceptance of the PARCS. All third party software shall retain full warranty as provided by the software vendor; however, cannot be less than one (1) year. The City may elect to have the Contractor maintain the software as part of the Contractor's maintenance support services. During the warranty period and any subsequent maintenance period the City shall receive at no additional cost any relevant software updates or added functionality relating to the FMS that the Contractor publishes or otherwise makes available for sale. Copies of all software (and software updates/upgrades made during the one-year warranty period) must be provided to City at the conclusion of the warranty period. A list of all commercial off-the-shelf software tools required to fully execute the software shall be provided to the City project manager in the Maintenance Manual.

All software and all software updates/upgrades shall be escrowed with an approved escrow agent for a minimum of ten (10) years and the Contractor shall provide the City project manager written evidence of all action taken to fulfill this requirement. The initial setup and the first year of the escrow agreement is the sole responsibility of the contractor, years 2-10 will be the responsibility of the City. The software shall be held by a third party escrow agent to be identified by the City and having a facility convenient to the City. The City shall have the unconditional right to use, update or otherwise modify the above referenced code in the event the Contractor becomes insolvent or if the Contractor as agreed in the terms and conditions of the contract and the escrow agreement is found to have materially and consistently failed to meet its contractual support obligations through abandonment or non-responsiveness. The escrowed materials shall include software code, Contractor specific compiler(s) and tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect City's System at the time of system acceptance.

All PARCS software updates and upgrades shall be provided free of charge for five (5) years starting twelve (12) months from date of System acceptance; however, City shall have the option of implementing the updates and upgrades or not. All software updates and upgrades must be accompanied by accurate and complete documentation, as well, as proof that the updates have been added to the escrow account as required. When software updates include new processes (enhancements), the Contractor shall provide a written evaluation of the updated software's impact on City's System prior to installation of the updated software. Central server and workstations software shall be delivered with the most recent service packs and software patches unless specified by City and must be updated throughout the warranty period unless specified by City. The Contractor shall provide normal software improvement releases (updates) when they become available or when delivered to other clients (whichever comes first). Where software problems are identified by the City and are agreed to be minor, these problems shall be corrected in a new software release to be available to City within thirty (30) days of notification.

A system update is any software/hardware fix that is deemed necessary to add in order for the system to perform at its intended level of operation. For example, if a software bug is found in a system in Germany and determined that it could adversely affect all systems with that version of

software, a fix is programmed, it shall be included as a software update package and distributed to all clients.

A system upgrade is a system feature or operational enhancement that can be added to the system or a newer software version that increases the speed and/or efficiency of the system. For example, if a newer version of PARCS is released and City wishes this newer version, it would be considered an upgrade and the City will have the option to request the contractor to upgrade its PARCS in accordance with Item F3. Software Upgrades and Escrow Requirement.

F4. Required Interfaces

The Contractor shall ensure that the System has the capability of exporting data in specific formats as required in these specifications. The exact formats of the data streams making up these system interfaces shall be identified in the System Definition Document. It shall be the responsibility of the Contractor to research each system to determine the most appropriate method of transferring data within City's current networking environment. Systems or subsystems potentially requiring interfacing include but are not limited to the City's website, the City's cashiering and financial system, a frequent parker module, a parking reservation module, and the credit/debit card processing module. Displaying messages on the City's Website such as occupancy or best parking is the sole responsibility of the City; the Contractor delivers the information necessary in the appropriate format through the PARCS interface. The integration of the Reservation module on the City's website is the responsibility of the City.

F5. Required Software Modules or Functions

The Facility Management System or Software (FMS) shall provide a set of modules or functions that will allow it to function as the hub of all PARCS activity. The FMS shall also provide administrative controls, user management, and access security for all modules. These functions herein described as modules will be based on the centralized System Event Log or Journal. The Event Log or Journal shall be the database repository of all system messages and activity. The Event Log or Journal shall be immutable and maintained in secure database.

The Event Log or Journal will record all transaction data so as to allow the System to properly and accurately calculate, collect, and report revenue. The FMS will provide a central electronic audit trail so the accuracy and completeness of revenue reporting can be verified. The calculation of fees shall be based on the ability of the FMS to establish and adjust parking rate schedules (globally or per facility) for all types of transactions. The System shall also allow the City to set and change System "complimentary" and "grace" times globally and by facility. Complimentary time is the amount of time a patron has to enter and exit a parking facility without being charged a parking fee. Grace time is the amount of time allowed before the next increment of time is added to the parking fee. The rate schedules shall be resident on the system servers and also downloaded to individual devices so they may be able to calculate rates properly either on-line or off-line.

All the modules listed below shall be based on a report to the Event Log or Journal. The Event Log or Journal shall be maintained in a City approved database and shall have user-friendly query functionality. The methods and architecture the Contractor plans to use for the FMS software shall be described in detail in the System Definition Document.

F5.1. Device Monitoring and Control

One of the primary purposes of the FMS is to provide centralized processing and monitoring of all system data. The device monitoring and control module shall be the core module of the FMS and be based on the System Event Log and Journal. This module shall include all device and component interfaces or drivers necessary at the server or workstation level to provide full device monitoring and control functionality. This module shall also include all necessary user interfaces (such as the Facility Map) that may be required for proper centralized control of the entire parking operation.

F5.2. Revenue Tracking and Reconciliation

The Revenue Tracking and Reconciliation module or function is perhaps the most important of the software functionalities. The Contractor shall clearly detail the method to be employed to implement this functionality in the System Definition Document. This module will include all revenue tracking functions, as well as, rate tables and other such structures. This module shall include appropriate server and workstation reporting of all revenue by cashier, device, lane, facility, transaction type and any other parameter addressed in these specifications.

F5.3. Reporting and Analysis

The FMS shall include Reporting and Analysis functionality that will allow it to generate and store the information necessary to manage and report all parking revenue activities. The reporting and analysis module will give authorized users access to transaction data as recorded in the System Event Log or Journal. This module shall include a query function that will allow authorized users (through the use of filters, sorting and other methods) to produce custom data output based on the content of the System Event Log or Journal.

Standard reports will allow users to view data in pre-formatted output sent to a screen or a printer. Custom reports to be specified at a later time shall also be included in this module and included in the appropriate system and subsystems reports menus. This module shall also have strategic planning capabilities that shall allow the City to conduct 'What If' analyses of historical parking data. This type of analysis may be used to assess the impact of rate adjustments and to allow the City to properly plan future facilities in terms of comparing fee calculation based on historical occupancy information and alternative fee assignments to the actual occupancy and revenue information. Additional information on this functionality can be found in the Reports and Reporting Capabilities discussion below.

F5.4. Accounts Receivable

The FMS shall include an Accounts Receivable module that will provide management reports, invoicing, billing and tracking functionality for designated accounts (prepaid validations, etc.). This module shall be fully integrated with the FMS software and the access control module described in the sections herein. The module shall include appropriate screens to manage individual and company accounts, as well as, generate the reports required to produce and distribute the billing product. The Contractor shall include a full description of the design and function of this module in the System Definition Document.

F5.5. Ticket Processing

The FMS shall include functionality to handle all ticket transaction processing for the PARCS. This module shall be able to receive and track data from the field hardware devices and generate appropriate transaction and management reports. This functionality shall be closely tied to the device monitor and control and reporting and analysis modules so as to properly account for all normal and exception ticket-based transactions. Additional information concerning the ticket processing function at the server/workstation and device levels is included in the various device descriptions listed below.

F5.6. Credit/Debit Card Processing

The FMS shall include a fully PCI DSS compliant module for credit/debit card processing communications capability to allow it to centrally request transaction approvals. The FMS shall also allow for batch processing of credit/debit card transactions. This processing may be conducted internally to the central server or preferably by using a dedicated credit server or group of servers.

The module shall also include the tools necessary to research and resolve credit/debit card exceptions. This functionality shall include all interfaces and drivers that may be required to interface with the card processing clearinghouse and some functions may actually be conducted using clearinghouse software. The Contractor shall include a full discussion of this functionality

including procedures for implementing changes in card processing clearinghouses in the System Definition Document.

F5.7. Other RFID or Magnetic Card Processing

This module shall include all the software elements that will allow the City to use other RFID or magnetic stripe and or barcode cards or badges for special purposes such as employee parking, employee and patron discounts, etc. Some cards may be used as non-revenue cards, cards with quarterly billing or added value cards that may be reloaded at the parking operations office. The module will include server-resident 'anti-passback' capability designed to prevent fraud from multiple entries using the same access media. The Contractor shall include a full discussion of this functionality including procedures for managing and billing the various types of card users. All available system cards used in the new PARCS system such as non-revenue, coupon validation or other access cards shall be described in the System Definition Document.

F5.8. AVI (Access Control)

For the purposes of this document the AVI module shall refer to the software functionality necessary for the use of media solely for access control. Revenue transactions may be tracked similarly but handled by separate modules. All AVI devices (antennae. reader, controllers, etc.) will be integrated into the FMS so that AVI transaction data is accurately conveyed and posted to the FMS system journal or event log, AVI revenue and transaction counts are accurately reported and AVI transaction reconciliation may occur on a daily basis.

The AVI software module shall be capable of sending and receiving appropriate commands to and from the barrier gate in each lane to allow that device to confirm gate status and open or close the barrier gate. In multi-use lanes the AVI device shall not interfere with the proper operation of other lane devices, except that other devices will be disabled when the lane controller receives a good AVI read. This disablement maybe accomplished through communication with the barrier gate, lane controller or FMS rather than direct communications among the individual devices.

F5.9. License Plate Recognition (LPR) Process Control

The FMS shall include an LPR process control function either as an internal module or as a tightly integrated separate application. The LPR processing module shall allow the City to maintain positive revenue control while it implements new customer service options. The LPR process control module shall assist in the capture, processing and matching of LPR images.

F5.10. Validation Tracking and Control

The contractor shall provide a system which is capable of providing a multi-value validation program based on manual offline validations units. These units shall encode on the magnetic side stripe of the parking ticket up to five (5) different dollar values of validated time and allows up to 999 different validation accounts. Each tariff account has its own tariff information allowing the flexibility to assign one specific group of an individual account a different rate structure. Multiple validation units should be able to be assigned to the same validation account or group.

F5.11. Frequent Parker Program

The FMS shall include a software module or functionality that will allow the City to develop and implement a Frequent Parker Program (FPP). This module would be integrated with other modules to allow for proper processing, control and reporting of FPP data. The module shall be capable of tracking customer parking activities from LPR records, smart cards, and Credit/Debit Card Processing The module shall include appropriate enrollment screens (to add patrons to the database), an appropriate tracking database, and appropriate reports.

F5.12. Parking Space Count Monitoring

The FMS shall be capable of controlling either directly or through an integrated application all aspects of the parking count subsystem. The status and count values for each area, lot or floor shall be displayed on the FMS GUI and updated in virtual real time. Count values may be adjusted or reset through the FMS. The FMS shall include the capability to accommodate prepaid, frequent parker or non-revenue accounts (organized in individual or in company groups) which will allow

access into the parking facilities and track usage and movement within the system. The Contractor shall integrate within their software module an account specific counting to provide cumulative counters for each account group like credit card in/out, short term parking, and FPP enrolled customer parking.

F5.13. Parking Reservation Program

The FMS shall be capable of introducing a Parking Reservation Program functionality which will allow the City to implement a reservation program based on internet or smart phone input. This module will allow the City to implement this program by suitable integration between this module and other FMS modules such as the Credit/Debit Processing module, the Parking Space Count Monitoring module, and the Device Control and Monitoring Module. The Contractor shall fully discuss its approach to this functionality in the System Definition Document.

F5.14. Maintenance Management

The Contractor shall provide an off-line, easy to use maintenance log function independent from the PARCS system. This module will allow authorized users to track and identify equipment maintenance and performance trends. The module shall also allow the City to track and verify technician performance based on the number and types of service calls completed. Appropriate reports as described below shall be provided in order to properly implement this functionality.

All software modules or functions shall be properly documented in the System Definition Document.

F6. Field Hardware Devices

All PARCS field hardware devices will be the newest available at date of contract signing and of the highest quality and levels of operation to facilitate ease of use, reporting, maintenance, spare parts inventory, and continuity of performance throughout the parking system. Each device shall provide for network communications to the FMS through intermediate switches as may be required for proper operation of the device and provide for an audit trail at the device level (where applicable) and as part of the total PARCS. All devices will be compatible with each other, as well as with the functional requirements of each successive level of operation, including, but not limited to the software requirements of the PARCS for control, reporting and auditing of parking operations. All Devices shall have maximum commonality of electronic components (boards, readers, ticket transports, displays, etc.) with similar exit devices so as to reduce spare parts costs.

All exterior equipment will be finished in a manner approved by the City project manager and as documented in the System Definition Document. Housings of all exterior installations will be weatherproof and suitable for the conditions prevalent at the City. All access doors and panels will be located in such a manner as to facilitate ease of use and maintenance. Access to doors and panels will not be blocked by any other device or by bollards, guardrails, barriers or other protective devices. All connections, cables, switches and fuses/circuit breakers required for lane monitoring will be fully secured in such manner that they are inaccessible to personnel involved in daily operations and marked in accordance with City standards and the requirements contained in these specifications. All device power cables and power switches will be secured in such manner as to prevent access by unauthorized personnel.

Each entry or exit lane device will be protected from lightning and transient voltage devices both through power and communication lines in such a manner as befit conditions prevalent at the City. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device and shall be labeled with nomenclature identical to that provided with the Contractor's system documentation. All devices will be Underwriters Laboratory (UL) listed (or City approved equivalent).

The equipment shall have stand-alone capability to operate in an offline mode if communication to the central server is interrupted. When in off-line mode, all device/s must be able to record and

store all transactions' information locally. All stored information shall be uploaded to the central server once communications have been re-established.

When uploading information, virtual real-time data shall take precedence over stored data if a conflict arises. Before the equipment exceeds the limit on number of transactions in storage, the equipment shall have the intelligence to close the lane or device so that the stored transactions are not overwritten. Each device must be capable of storing minimum of one thousand (1000) transactions.

All equipment appearances, functions, features, and characteristics shall be the Contractor's standard equipment and is subject to the approval of the City project manager and are to be documented in the System Definition Document.

F7. Lane Configurations

Details of each lane configuration shall be included in the System Definition Document. To the greatest extent possible the City would like to see standard lane layouts (for similarly functioning lanes) that will facilitate patron use and make maintenance less complex. The Contractor's design shall take into account any future functionality that may be required such as additional forms of payment or access control devices (smart phone payments, pre-paid cards, etc.). In designing the entry lane configurations the Contractor shall also take special care in providing the necessary number of properly-placed inductive loops required for proper functioning of all devices and the lane in general. The Contractor may reuse existing loops but will be solely responsible for their proper function for at least ten (10) years from the System Acceptance date.

F7.1. Entry Lanes

All public parking entry lanes shall offer credit card in functionality and must include, at a minimum, one (1) ticket-issuing machine (TIM)/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader device in facilities with multiple entrance lanes or two (2) ticket-issuing/proximity/magnetic stripe and or barcode card (such as credit/debit cards) reader devices in locations when a facility has only one entry lane , LED sign for rate and special event messaging, "Red/Green" lane status lights, an appropriate ADA-compliant intercom, a barrier gate (straight and preferably 180 degree articulated and/or fence arms), all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loop detectors) designed and spaced to detect motorcycles and small cars such as SmartCar, etc., a lane closure barrier gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, some or all public entry lanes may have additional special equipment to implement programs such as the parking reservation system, etc. Employee parking patrons will be processed at certain public facilities through the use of proximity card readers mounted on or near the entry TIM.

All non-public entry lane configurations, if desired by City, shall be similar to the public entry lanes. With the exception of the LPR subsystem equipment, LED information signs and the lot closure gates, the non-public lanes should include many of the same elements listed above. Other than the different access media and to the extent possible, it is expected that the non-public entry device will be essentially similar in appearance and design to the public entry devices. No additional special purpose equipment is envisioned for the non-public entries but the Contractor shall provide specifics on how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard equipment and is subject to review and approval by the City project manager.

F7.2. Exit Lane

All public parking exit lanes shall be identical to the entry lane design and shall include, at a minimum, a proximity/ magnetic stripe and or barcode ticket/card (such as credit/debit cards) reader device, an LED sign for patron information, "Red/Green" lane status lights, a receipt

printer, an appropriate ADA-compliant intercom, a barrier gate, all required LPR subsystem components (cameras, lights, controllers, etc.), appropriate detection devices (such as inductive loops detectors), a lane closure gate, an uninterruptible power supply (UPS) up to two (2) hours, and protective bollards (or similar structures). In addition, all public exit lanes except those specified by the City shall also include a cashier interface to allow operation of the lane in an attended mode. The cashier interface may be integrated with the self-service interface described above or may be a separate fee computer. The City's preferred solution would be to have single device, herein discussed as a dual purpose exit device, to address both the unattended and attended functionality. The dual purpose exit device shall also include two lockable cashier drawers (primary and relief) and a patron fee display to be mounted as per Contractors specification (to be approved by the City project manager) that shall be operational at all times when the lane is in the attended mode.

All non-public parking exit lanes, if desired by City, will be configured similar to the public exit lanes. With the exception of the LPR subsystem equipment, LED information signs and the lane closure gates, the non-public lanes should include many of the same elements listed above. The lanes shall include a proximity card reader. To the extent possible the non-public exit device shall be similar in design and appearance to the public lane exit reader and also the non-public entry device. No additional special purpose equipment is envisioned for the non-public exits but the Contractor shall provide specifics of how it plans to address the required functionality for these lanes in the System Definition Document. All elements of the System Definition Document shall be based on Contractor's standard, as well as third party, equipment and is subject to review and approval by the City project manager.

F7.3. Additional Lane Component Requirements

The Contractor shall provide battery backup capabilities at all entry and exit lanes. The battery backup or UPS device provided by the Contractor will be critical for the proper functioning of each lane. UPS units will be mounted in such manner as to be inaccessible to unauthorized personnel and, where possible, shall be fully-integrated into the existing booths, housing or communications cabinets. The UPS system shall also provide surge and lightning protection. Each lane will have an UPS capable of two (2) hours of use. To the extent possible, all UPS units at all entry and exit lanes shall be similar in order to reduce battery costs.

The Contractor shall provide an LED sign designed to provide better patron information and conform to applicable regulatory or statutory signage and ADA requirements. "Red/Green lane status signs shall convey lane status information such as, whether the lane is open or closed. Where appropriate these signs shall be used in concert to convey additional special purpose messages such as when lanes are open only for certain purposes (such as "AVI Only", "Card Only", etc.). A lane controller or a primary device in the entry or exit lane shall control the lane status lights and the Contractor shall provide up to eight preformatted messages for the LED signs and the capability to add messages locally as required. The lane and the lane status lights shall be controlled through and programmable from the FMS by a signal sent to the sign or to the device controlling it. Certain device malfunctions shall result in an automatic lane closure message from the FMS. The types of malfunctions that will trigger a lane closure shall be user-programmable through the FMS and result in an automatic switching of the Red/Green lane light to the 'Closed' or Red option. The particulars of the LED sign proposed and preformatted messages shall be submitted to the City project manager for review and approval.

The Contractor shall provide an appropriate patron fee display (in addition to the self-service interface display) at all lanes with a cashier interface. The Patron Fee Display shall provide feedback to the patron on parking fees and change due. When the Cashier is not processing a transaction the Patron Fee Display will indicate the system time as derived from the FMS. The color and font of visual information provided by the Patron Fee Display will conform to industry best practices and comply with local, state, federal laws, ordinances, regulations or guidelines. Special consideration shall be given to ADA-related guidelines. Alternate mounting locations may also be proposed if the Contractor determines that such locations would improve the visibility of the Patron Fee Display or the legibility of the information it conveys. Alternate Patron

Fee Display mounting locations shall also take into account vehicle and employee safety and not present an undo hazard to persons or vehicles. The mounting locations for all patron fee display shall be subject to the review and approval of the City project manager.

The Contractor shall also provide all appropriate barrier or lot closure gates in a manner that satisfies the requirements below. The gates provided shall strike an appropriate balance between safety (for vehicles and pedestrians) and revenue control. Any barrier or lot closure gate with a "bounce back" safety feature shall be adjustable so that the gate will only bounce back when striking an object and so that the gate cannot be held in the up position when energized (to reduce the chance of fraud). The bounce back feature may also be disabled if adjustment is not possible.

The City prefers "intelligent" gates that possess their own internal logic and communications functions. The barrier or lane closure gate should be capable of receiving input signals from various lane devices and be capable of reporting gate status (gate up, gate down, gate broken or missing, etc.) and vend signals to the lane devices or directly to the FMS. The City prefers direct-drive gates (belt driven gates will not be considered) and the use of high-speed barrier gates in lanes possessing AVI devices. Gate housings shall conform to the general requirements listed below for device construction and finishes. Gate arms shall be designed so that they may be replaced by one individual with appropriate tools. The gate arm may be constructed of wood, plastic or metal (or combination thereof) but shall possess a padded protective surface on its bottom edge. Gates shall function properly in high wind conditions. The Contractor shall provide technical specifications for the proposed gates, for review and approval by the City project manager, in the System Definition Document.

F8. Entry Lane Devices

F8.1. Device Description

The Entry Device will be primarily a ticket issuing, reading and verification device however, in non-public facilities the devices shall be configured to read and verify magnetic stripe and or barcode or proximity cards and AVI only. As a dispenser, it will dispense a magnetic stripe and or barcode ticket to incoming public parking patrons. It will also send a vend signal to the barrier gate mechanism to open and allow access. The device will also have the capability to accept magnetically-encoded credit/debit/smart cards and/or facility specific parking cards (for prepaid, validations or non-revenue applications) encoded and issued by the City.

The Entry Device (public only) will be designed to dispense either a single magnetically encoded 'credit-card' sized ticket, multiple tickets joined together or allow the insertion of a single magnetic stripe and or barcode credit card or similar media (prepaid card, non-revenue card, smart card, etc.). Multiple tickets joined together will be used for advertising purposes.

The public entry lane device will be designed to dispense a ticket when a vehicle is detected on the arming loop and the parking patron depresses the proper button or switch to dispense a ticket. The Entry Device will provide an audible signal when a ticket has been dispensed or magnetic stripe and or barcode card has been inserted. The signal shall remain active until the ticket or magnetic stripe and or barcode card is removed or retracted, as applicable.

When a ticket is issued, it will be encoded both magnetically and in human readable format with transaction information to include but not limited to, a unique sequential transaction number, a lane or device number, a facility number or code, the date and time of issue in 24-hour format and the applicable rate code. When a magnetic stripe and or barcode card is inserted into the reader slot the device shall read the magnetic stripe and or barcode and take appropriate action based on the type of card presented. Credit/Debit cards shall be checked for validity as described in Section 1.8 below, while other cards (prepaid, value-added, non-revenue, smart cards etc.) shall activate other software modules. All transaction information, regardless of media type, shall be immediately conveyed to the FMS via the PARCS communications network.

All Entry Devices shall be installed in a manner that will allow issuance of tickets to or acceptance of magnetic stripe and or barcode cards from users in vehicles not exceeding six foot six inches (6'6") in height. This vital security safeguard may be accomplished using infrared beam height detectors.

F8.2. Entry Device Construction/Mechanical

The Entry Device will be constructed of heavy-duty steel or aluminum, will be of all welded construction and designed for all weather usage. If steel, the cabinet will be painted with, at minimum, a single coat of primer and two coats of polyurethane enamel or epoxy resin finish in a color to be approved by the City. If aluminum, the cabinet will be painted in a powder coat paint in a color to be approved by the City project manager.

The Entry Device will be constructed in such manner as to allow ease of repair and replacement of the ticket transport and card reader mechanisms. The cabinet will provide a minimum of two access doors (except as provided below) for easy serviceability and ticket loading. All Entry Devices will be keyed alike, with one key for the ticket panel and a separate key for the mechanism access panel. Alternately, the cabinet may be internally compartmentalized to allow access to the ticket OR access to the mechanism, each accessible by separate interior panels. The Entry Device (public only) shall hold a minimum of 5,000 tickets in removable steel or aluminum bin or by use of easily inserted cardboard ticket boxes. A separate bin or similar device within the same compartment shall collect all impounded tickets. The Entry Device will use a thermal printer to imprint human readable data on the ticket to match the encoded information. Each print head will be capable of printing, at a minimum, 1,000,000 tickets. The tickets shall be separated from the ticket stack by a ticket cutting mechanism or assembly. Graphics how to insert a magnetic ticket shall be described in the SDD to the approval of the project manager.

F8.3. Entry Device Electrical/Electronic

Each Entry Device should have a 'single slot' fascia so that all magnetic stripe and or barcode media (tickets and cards) are processed using the same slot. The slot should allow for directed insertion with single magnetic heads using ISO-compatible side stripe configuration.

The Entry Device will provide electronic inputs and outputs to be used by the FMS to control and monitor access and to compile lane and transaction activity reports. Such communications shall be TCP/IP-based network communications. Although full communications with the FMS will be the required configuration, the Entry Device shall also be able to operate when such communications are interrupted or otherwise not present. The Entry Device shall have sufficient local memory storage capacity to cache no less than eight hours' worth of transaction data with the exception to LPR images and the in-lane image capture processor has not lost communication. Upon reestablishing communications with the central server (FMS), logic within each Entry Device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS Event Log or Journal in time-sequenced order (as they occurred rather than when received in the FMS). Before the equipment exceeds the number of transactions in storage the device shall have the intelligence to close the lane so that the stored transactions are not overwritten.

Each Entry Device shall possess an internal clock function that can be set and updated from any FMS workstation or at the device. The internal clock shall be updated by the main FMS server every hour in order to prevent system time differences greater than 15 seconds. The clock shall have the ability to automatically adjust for daylight savings time and leap years.

Each public Entry Device shall have the capability to interface with the license plate recognition (LPR) subsystem to record plate information for incoming vehicles. Depending on the system used, the LPR data may be reported to the FMS, processed locally, or reported to an intermediate controller for further processing or storage. The LPR function should be configured in a 'post capture' operation (after ticket issuance or card read). The Entry Device shall also be configurable to operate in a non-LPR environment (non-public) and this capability shall be field programmable.

The Entry Device should possess a diagnostics program accessible at the lane level through use of a laptop computer or other similar device. All instructions and prompts in the diagnostic program will be in English. The Entry Device shall be capable of appropriately interfacing with every other entry lane device and component, including peripheral components (barrier gates, lane lights, LPR processor, etc.) and other transaction processing devices (AVI readers, proximity card readers, etc.).

The Entry Device shall have an appropriate display, compliant with ADA guidelines and capable of conveying clear instructions and status information to the patron (LCD or equivalent screen at least 5" in size). Windows-based bitmap (or JPEG) images are the preferred method for conveying patron information but other methods will be considered as acceptable. Each Entry Device will include signage indicating: "*PUSH BUTTON FOR TICKET OR INSERT CREDIT/DEBIT CARD*" or similar patron instructions as approved by the City and to be placed in accordance with the City's guidelines. Visual cues provided via the device display may reinforce but not substitute for signage.

The Entry Device shall also have an intercom function that complies with ADA requirements and all requirements contained in these specifications. The Contractor shall propose an intercom that is two-way and hands-free in operation. If the patron does not take the dispensed ticket or insert the appropriate media in a field programmable time longer than a usual transaction needs to process the presence loop (via a relay) shall automatically activate the lane intercom function so assistance may be provided. All intercoms shall be routed to a master or sub-master panel as directed by the City project manager. The Contractor-provided intercom system is subject to approval by City's project manager. A discussion of the intercom system shall be provided in the System Definition Document.

The Entry Device will be capable of operating in a tandem or redundant installation in a lane that would allow one Entry Device to be active (primary), while a secondary Entry Device remains in standby mode. Upon failure of the primary Entry Device, the secondary Entry Device will automatically become active and have appropriate visual cues that will allow patrons to distinguish which Entry Device to use. The inactive device's ability to dispense a ticket or process cards will be disabled however, monitoring communications with the FMS shall be maintained.

Each Entry Device will send a signal to vend the gate, to the FMS and to the parking space count subsystem when activity occurs. The vend signal will allow access to the facility and the other notifications will update the transaction database and facility vehicle count. The Entry Device will not issue another ticket until such time as it receives a signal (from the gate or FMS) that the barrier gate has been lowered. Each public Entry Device shall also have appropriate sensors that will allow the device to send a signal (alarm) to the FMS or any workstation on the PARCS communications network when the ticket supply falls below a user-settable level. The Entry Device shall also report other alarm conditions to include but not limited to, ticket jams, card jams, loss of communications, open device, etc.

Each Entry Device will have a heater to assist in humidity control. The Entry Device shall have thermostatic capability that will automatically adjust heating or ventilation devices to maintain internal housing temperature within an acceptable range. The environmental controls shall allow operation in exterior conditions between +25 and +120 degrees Fahrenheit and 10 to 95% relative humidity.

All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

F9. Exit Lane Devices

F9.1. Device Descriptions

There shall be two types of exit lane devices, exit readers and dual purpose exit devices. The devices shall be configured for public or non-public use. Depending on the functionality of the lane (attended versus unattended), different equipment components will be required at each exit lane. Depending on the location however, the lane shall be capable of processing public and non-public parking transactions or non-public parking transactions only. Each transaction processed by a public exit lane device shall commence with an LPR process (FMS query local capture and verification for LPR mode). Exit lane gate will be opened only upon closing of the cash drawer whenever an exit transaction is completed in an attendant mode.

Each public Exit Lane Device will be capable of reading the magnetically-encoded ticket dispensed by the Entry Device described above, reading validated tickets from a POF machine then validating and computing the correct fee based on the appropriate rate table. A 'single slot' configuration is preferred where the ticket and credit card (along with any other magnetic stripe and or barcode media) would be read using a single-slotted, magnetic stripe and or barcode reader/encoder.

The Contractor will provide a credit/debit card system, internal to the public Exit Devices, which will allow for the processing of credit cards, debit cards, prepaid cards non-revenue cards and other magnetic stripe and or barcode cards as the City may choose to accept in the future.

Credit/debit card system will be fully integrated in the revenue control system to provide for full reporting through the Exit Device and the FMS. All normal transactions processed through the FMS shall be approved in an average time of no more than four (4) to eight (8) seconds (dependent on response time from clearinghouse) from the time input is completed. Whenever possible transactions will be cleared in virtual real time however; when network communications are temporarily unavailable, batch processing of transactions will be used. Upon completion of an approved exit transaction, the FMS shall simultaneously send a signal to open the exit lane gate as well as the "roll-down" facility closure gate when applicable.
Each public Exit Device shall be capable of retaining information on invalid ticket or other similar exceptions in local memory provided that the exception was broadcast over the network prior to loss of communications. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received).

Tickets that have been processed in an exit lane shall be invalidated for future use, both on the ticket and electronically within the system. The invalidation methodology shall be discussed and described within the System Definition Document. Exception transactions described later in these specifications may not be processed at unattended lanes.

At non-public facilities the exit lanes shall utilize exit readers proximity card processing functionality. Select public lanes shall also include proximity card processing functionality. All public exit lanes shall be capable of operating in an unattended mode that accommodates ticket-based transactions, credit/debit-card transactions and POF transactions. Cashier-attended lanes shall be capable of also processing all such transactions.

All Exit Devices will be keyed alike and keyed uniquely from all other parking control devices, with one key for ticket access and a separate key for the mechanism access panel.

F9.2. Exit Reader

The Exit Reader shall be similar in almost all respects to the Entry Device used in public and non-public applications as described above. The preferred solution for this device would be one that shares common components with the Entry Device (transports, housing, print heads, etc.). In public exit lanes, rather than issue a ticket, the Exit Device will allow patrons to exit through

unattended lanes by inserting tickets from the Entry Device, or tickets validated by Pay-on-Foot machines and other validation machines. The Exit Device shall also be capable of processing "credit card in/out" transactions, "ticket in/credit card out" transactions, as well as, prepaid and non-revenue magnetic stripe and or barcode cards. The Exit Reader shall have the capability to impound collected tickets and deposit these tickets in a special purpose ticket hopper. The Exit Reader in public lanes shall also be able to provide the patron a "credit-card" size (or other media format) receipt containing all required information as described in the Consumables section below.

However, the fee computer functionality capabilities discussed below for the Dual Purpose Exit Device shall also apply to the Entry Reader when configured for public patron use. The Exit Reader at non-public lanes shall be used to read proximity cards only and shall be capable of providing server-resident anti-pass back functionality. To the extent possible these non-public Exit Readers should be similar in appearance and design to the Exit Reader provided in the public parking facilities.

F9.3. Dual Purpose Exit Device

The Dual Purpose Exit Device shall be a device that combines the functions of a Fee Computer and Exit Reader described above. The Dual Purpose Exit Device solution will (if possible) provide a single device located in or adjacent to the existing cashier booth that allows the lane to be used in an attended or unattended mode. The Exit Reader functionality of this device shall allow patrons to complete their own magnetic stripe and or barcode card-based transactions (self-service) whether or not the lane is attended.

The Dual Purpose Exit Device must be capable of separately accounting for and reporting shift and transaction data for transactions conducted by cashiers and transactions conducted by parking patron. The Dual Purpose Exit Device will be an on-line virtual real time revenue control device which provides fee calculation and reporting features at an exit of the parking facility. The devices shall be fully-networked using standard TCP/IP protocol. Although full network communications with the FMS will be the required configuration, the devices shall also be capable of operating without such communications being present ('standalone mode'). Each Dual Purpose Device shall be capable of buffering a minimum of 24-hours of transaction information on local storage media.

Each Dual Purpose Exit Device shall be capable of accepting manually keyed information in the event that the magnetically encoded ticket or card is unreadable. The device will assign a unique and sequential number to every transaction. The exit date and time will be based on an internal system clock, set accordingly to and by the FMS. The device will print one receipt per transaction (a function that may be set to manual or automatic mode) to include all information as listed in the Consumables section of these specifications.

Each Dual Purpose Exit Device will have a liquid crystal display (LCD) or HD LCD display visible to the cashier (cashier interface) and another visible to the patron (self-service interface). The cashier display shall have "touch screen" capability for standard cashier transactions and a keyboard for all exception transactions involving intervention with LPR. Each Dual Purpose Exit Device will integrate with or provide a display visible to the patron (patron fee display) that will convey fee amount and change due information when the device is used in an attended mode. The default display for the display shall be the system time and the type of information provided (time, fee or change due) should be readily identifiable by the patron at all times. Each device will be capable of sending a signal to vend the barrier gate at the completion of the transaction and upon the closing of the appropriate cash drawer.

F9.4. Exit Device (Reader & Dual Purpose) Programmability

Each Exit Device will be fully programmable either at the device or via download from the FMS. The public Exit Devices will be capable of being programmed for definable time increments by minute, hour, day, number of days, and day of the week. The public exit devices will be capable of being programmed for up to ninety-nine (99) separate rate tables, each with for up to nine

hundred ninety-nine (999) time increments. The rate tables shall have maximum flexibility for time increments (variable between one and sixty minutes per hour and multiple hours, days, weeks or months), grace periods, complimentary periods and dollar amount per increment. The public exit devices will be capable of being programmed to set a daily maximum parking rate for each device within each parking area, a grace or complimentary period that runs concurrently with the first time increment and definable dollar amount-based or time-based validations that may be programmed on the ticket by pay-on-foot devices or ticket validation machines. Lastly, the public exit devices shall be capable of being programmed with "holiday rates" (rates with limited duration, pre-programmed to commence and expire automatically). Contractor is responsible for providing sufficient training to the City to allow unlimited fee rate changes at no additional cost to owner. The term fee rate change is meant to change the rates for each tariff step but not the tariff step structure.

The Dual Purpose Exit Devices will be capable of being programmed for up to nine hundred ninety-nine (999) users (cashier and supervisor ID numbers) with the ID numbers programmed on magnetic stripe and or barcode media issued by the PARCS system to each user. A dual security system would be used so that each user would have both unique ID media and unique password to access the PARCS system. Each Dual Purpose Exit Device shall have a cashier interface with standard alphanumeric keys, and keys programmable for, but not limited to, up to two hundred (200) different validation accounts, and all exception transactions listed in these specifications or otherwise provided by the Contractor. The programmable keys on the touch screen shall be configurable so as to enable or disable each type of function.

F9.5. Exit Device Audit Trail

All public Exit Devices will be capable of transmitting, in virtual real time, an electronic audit trail to the FMS via standard network communication. The cashier interface of the Dual Purpose Exit Device will also be capable of producing a printable local audit trail. The audit trail will consist of, at a minimum, the entry/exit times and dates (in 24-hr format) for all transactions, entry/exit device identifiers for all transactions, the rate code used for transactions, validation codes used (if any), validated amounts (if any), number of exception transactions (by type), number of exception events, illegal exits, cashier/shift log-in information and any power or communication failure data. Each Dual Purpose Exit Device will maintain separate records for each cashier and possess the capability of suspending a shift for breaks or relief. The device will maintain a non-resettable totals and subtotals for each shift. The device will clear cashier shift totals at the end of the shift marked by the running of the shift-end report. All data from completed shifts shall be stored locally at the device for a period of at least thirty (30) days. The device shall also report any incomplete or open shifts (where no end shift event has occurred). A supervisor with appropriate access shall have the capability to close any incomplete shifts, but such action shall be marked in the audit trail (and reported to the FMS) as an exception event.

F9.6. Dual Purpose Exit Device Cashier Reporting

Each Dual Purpose Exit Device shall be capable of providing a printed end of cashier shift report to include but not limited to, device identifier, cashier or supervisor identifier, date and time of report, non-resettable transaction numbers, non-resettable fee totals, the number of total transactions, the number of normal transactions (with subtotal), number of transactions and fee totals by tender type, number of validation transactions (with subtotal) and number of exception transactions (with amounts and by type).

F9.7. Exit Devices Construction/Mechanical

The required construction, mechanical, electrical and electronic characteristics of all Exit Devices (public or non-public) shall be similar to those enumerated above for the Entry Devices. The Contractor shall provide a full description of these characteristics as part of the System Definition Document. All equipment appearances, functions, features, and characteristics are subject to the approval of the City project manager and shall be documented in the System Definition Document.

Each Dual Purpose Device will consist of cashier interface, a ticket validation device, a printer, a power supply, patron fee display and up to two cash drawer (one primary and one relief) and a patron (self-service) interface which will be similar to the Exit Reader. The cashier interface will be constructed in such manner as to fit in the current booths. If the Contractor is unable to do this, they shall provide an alternative solution, acceptable to the City project manager, which meets all other requirements of this specification.

F10. Special Purpose Fee Computers

F10.1. Parking Operations Office Fee Computer

A fully-functioning Fee Computer shall be provided in the Parking Operations Office. This Fee Computer shall be used primarily to process, manage and control special purpose magnetic stripe and or barcode cards used for employee parking, discount coupons, etc. Special authorized users would prepay for special transactions or discounts using this device. Although identified as a fee computer, a properly configured workstation may be used to fulfill this requirement. This device would have the reporting and audit trail functionality listed for the devices above. The device would also have the integral capability to encode or re-encode cards with card value and identifying data. The City envisions this fee computer as a tool to replace several manual exception processes (employee discounts, etc.) with an automated, auditable process based on magnetic stripe and or barcode cards.

This fee computer need only have one lockable cash drawer but would still require an appropriate patron fee display. If however, a workstation is used for this functionality, the cashier drawer requirements would not apply. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F10.2. Central Cashiering Fee Computer (Option)

The Central Cashiering Fee Computer shall be used to assist customers preferring cashiered services and to assist customers in the Pay-on-Foot (POF) area of a garage. This device shall have similarities to both the cashier interface of the Dual Purpose Exit Device and the POF devices described below.

The Central Cashiering Fee Computer shall include all the appropriate programmability, audit trail and reporting capabilities listed for cashier interface of the Dual Purpose Exit Device. Additionally and similar in function to the POF devices, the Central Cashiering Fee Computer will allow users to prepay their parking fees and provide them with a validated (paid) ticket with the appropriate lag time to allow patrons to exit via the Exit Readers. Lag time is a preset length of time programmed into the system to allow patrons paying at the Central Cashier or POF devices to return to their vehicles and exit. Failure to exit prior to the expiration of the lag time period would result in the accrual of additional fees payable at exit. Lag time, measured in minutes shall be set and changeable by the City for a specific parking facility, or globally for all parking facilities. This ability shall be granted only to those with appropriate user access and verified password. Lag time shall be changeable by the City through on-line communication from designated workstations and broadcast to all system devices. Details on the Contractor's proposed solution to address this functionality shall be included in the System Definition Document for review and approval by the City project manager.

F11. Pay-on-Foot (POF) Devices

F11.1. Device Descriptions

The Contractor shall provide Pay-on-Foot (POF) devices that will allow patrons to prepay their parking fees before arriving at garage exits. Payment may be tendered using validations, credit/debit cards, currency notes or combination thereof that would be processed by the POF device. Two different configurations shall be required, one which accepts both currency and credit card payments and one configured to accept credit/debit/smart card payments only.

The POF will be an integrated part of a larger PARCS system that would include all other transaction processing devices, all of which would be monitored and controlled by the FMS software resident on a central server. The Contractor shall furnish and install the necessary equipment and incidentals for the POF devices to be approved by the City project manager.

The POF shall possess an internal clock that may be set or updated at the device or globally from any FMS workstation (or central server) to ensure accuracy with fifteen (15) seconds of the central server's clock. The POF devices will normally be in constant communication with the FMS or central server via a network connection. Network communications will use the TCP/IP standard protocol. The POF devices shall have the ability to transmit, receive and store transactional (including exceptions) and operational data in manner similar to lane devices.

The POF will also be able to operate offline until the memory buffer is filled or such time as a communications link has been reestablished, whatever occurs first. Upon reestablishing communications with the central server (FMS), logic within each device will automatically download data for all transactions conducted while the device was offline. The data download shall occur in a manner that will not degrade the operation of the overall communications network and transactions shall be posted to the FMS journal (or indexed) in time-sequenced order (as they occurred rather than when received). Each POF shall have sufficient local memory storage to cache 24-hours of transaction information when offline and sufficient intelligence to cease operations prior to overwriting stored data.

F11.2. POF Device Operations

The POF shall be a PC-based device running a City approved application that will calculate parking fees due (for tickets issued at any PARCS entry lane) based on a magnetic stripe and or barcode ticket inserted into the appropriate slot on the face of the device. The POF shall print or encode on the ticket, in applicable media format and also in human readable format, respectively, all transaction information that would normally be written to the ticket by an exit device. The device will accept payment and provide an exit pass or validated ticket that will allow the patron to exit (via any lane with an Exit Reader or Dual Purpose Exit Device) within a given field programmable lag time or grace period. Should the patron exceed the allotted lag time or grace period additional parking fees will accrue. Each POF shall be capable of processing any valid ticket issued by any other device in the PARCS system. The POF device shall be able to retract processed tickets if left in the POF after a user-defined timeout period.
Each POF shall be able to track, and reject any illegal tickets (invalid, used or foreign) and notify the FMS via an alarm (to be determined by the City Project Manager) message that such a ticket has been detected. The POF shall have rate table programmability feature similar to and compatible with the specified Exit Devices. Each POF shall be configured with a UPS unit (including surge protection for power or data systems) either internal to the device or in line with its AC power supply.

All POF devices shall have credit/debit/smart card processing capabilities similar to those specified for exit lane devices. In addition to these credit/debit/smart card processing capabilities the POF devices shall also have the ability to generate a system alert and direct customers to the central cashier should they encounter problems processing their cards. Some POF devices shall also be capable of accepting cash payments. At a minimum, the cash-accepting device shall accept U.S. currency (excluding $2 notes) in denominations up to and including twenty (20) dollars and dispense U.S. currency in denominations up to ten (10) dollars. All currency notes shall be parked or escrowed until the transaction has been completed.

If necessary these POF devices shall also be capable of dispensing change (rounded to the next whole dollar, if required) as appropriate. In addition to the one set of banknote canisters or cartridges delivered with each cash and credit/debit card POF device, three (3) additional sets of canisters or cartridges (per device) shall be provided with an additional 10% for spare parts support.

POF devices shall provide a single receipt for each transaction. These receipts may serve as credit/debit/smart card vouchers as well. The receipt shall include all the information found on receipts issued by other exit devices and enumerated in the Consumables section below plus the lag time available to the customer before additional fees become due. The receipt shall be field programmable so that a receipt is issued for every transaction, upon request, or when a certain programmable total parking fee threshold in reached.

F11.3. POF Device Construction/Appearance

Each POF will be enclosed in a locked, tamper-resistant steel cabinet appropriate for the storage of large amounts of currency. The POF cabinet shall be installed in a manner that makes it compliant with ADA requirements, customer convenience and any applicable statutory or code requirements. The POF shall have internal security features to include but not limited to, open device notification to the FMS, internal tracking of maintenance mode operations, a digital camera with ability to record within the POF to view a patron's face and or activity around the POF Device. Special keying or password protection to uniquely identify anyone accessing the device will be an integral part of the device security system. The POF shall be capable of maintaining an internal electronic event journal to log transaction data as well as significant or exception events, and shall be capable of relaying this data in virtual real-time to the FMS for logging in the central Event Log or Journal. The POF cabinet shall contain an UPS unit that provides two (2) hours battery backup power and power conditioner; domestic power shall be connected directly to the UPS unit so that the POF shall constantly operate using conditioned power.

The POF devices shall have clear and appropriate graphics or video guidance systems the Contractor shall describe in the System Definition Document each single screen) to guide the patron through the transaction process. The graphic user interface (GUI) shall be in English and Spanish (and having a multi-language support as an option based on contractor's standard languages) with universal icons, color text and graphics used appropriately. The customer guidance on the POF devices shall be with minimum human intervention, except for the payment itself and will be displayed at a minimum on a 12" Display. Should the device be out of service an appropriate message shall be displayed instructing patrons to either pay at exit or use alternate POF locations. The POF shall also be equipped with a two-way intercom function that will allow patrons to get assistance as required by pushing a button. The intercom shall be ADA-compliant in its operation and installation.

The colors for the POF housing, the type of intercom, the type of display, and all text, and graphics shall be documented in the System Definition Document and approved by the City project manager prior to delivery.

F11.4. Employee Parking Proximity Card Reader

The Contractor shall propose AVI or RFID access control devices similar to the existing proximity card readers used for non-public parking. These devices should at minimum be "contact less" in operation with a read distance of up to one (1) foot. These devices will be installed as free standing units or be incorporated in the Public Parking Entry/Exit Devices for use by employees and pre-paid parking patrons.

F12. Network and Computer Devices

The City shall provide an independent network, comprised of appropriate computing and networking devices, components and interfaces, that is robust, able to accommodate the System requirements and in compliance with current City Information Technology and Telecommunications (ITT) standards. The City and the Contractor will work together on the design and implementation of the network infrastructure. The Contractor shall submit the network design requirements for the PARCS system for approval to the City project manager in the System Definition Document.

The Contractor shall assist the City to provide a network design with system and component redundancy so that no single failure of a device shall cause an operational failure. The network design shall be based on open architecture standards that support future upgrades, while building on existing infrastructure investments and minimizing network down timer. The network design shall be able to accommodate reasonable growth and development so as to allow a doubling in network traffic, storage requirements, and network devices. Although the System will operate on its own network with certain dedicated workstations, the Contractor shall provide (subject to the approval of the City project manager) an interface with the City's administrative network for access to the System by authorized users from their desktops anywhere within the administrative network. All networking installation tasks shall be conducted under the guidance of the City's network management staff. Detailed descriptions of the network design and its component parts, to include but not limited to descriptive narratives, diagrams, technical specifications, procedures, and operating instructions shall be provided by the City and included in the System Definition Document by the Contractor.

F13. Data Communications

The Contractor shall implement data, audio, and video communications (in a manner approved by the City project manager) between the System-redundant central servers, the network switches, workstations, and field hardware devices. The server location will be as directed by the City's Chief Information Technology Officer (CITO). The contractor shall provide the servers with peripherals, connectors, patch cords, terminations and all other devices (excluding racks or other mounting infrastructure) necessary to accomplish the required connectivity. The Contractor shall be responsible for all cabling and connectivity within the individual parking facilities. To the extent possible this connectivity shall be accomplished using the existing communications infrastructure and in a manner that minimizes impact on parking operations and customer service.

The Contractor shall be responsible for providing proper communication links and all physical or software connections between the different components of the System. The deployment of any communications components that may be required for the proper functioning of the System, but is not provided by the City, shall be the responsibility of the Contractor and charged to the City. Communications cabling between devices on the network shall be fiber optic or in accordance with the City's cabling standards and as appropriate for the particular cabling runs. The Contractor shall provide patch cords to connect all supplied equipment to the communications infrastructure. In the System Definition Document, the Contractor shall provide a detailed description of the physical cabling topology for City project manager approval in a format to be approved by the City project manager.

F14. Computer Rooms

The System central servers shall be located in the City's Data Center or as determined by the City's CITO.

F15. Maintenance Support System

The Contractor will provide and install, and implement equipment that supports Simple Network Management Protocol (SNMP) and remote monitoring of distributed units. Network management shall be independent of the operational/applications software.

F16. Servers

The Contractor will provide, install, connect, test, and commission at a minimum two (2) identically configured servers or group of servers (a primary and a backup) to function as the central host computer for the PARCS. The servers shall be dedicated to the PARCS system and independent from any other system or application running on the City's network. All server installations shall include all required peripherals and must be performed under the supervision of the City's information technology staff. All necessary software and configuration such as the database and cluster applications shall be provided by the Contractor. The City and the Contractor will work together on the design and implementation of the database server system. Where possible and appropriate, the Contractor shall attempt to minimize the number of redundant server systems

operating by having multiple applications residing and operating from common servers. To provide physical redundancy and facilitate load-balancing, load-sharing, System servers shall be placed within the City's Network Operations Center (NOC). At the City's option, the redundant or backup set of servers may be installed in a separate location with appropriate network connectivity that will provide additional survivability. Such servers or group of servers, which shall consist of core data input, storage, processing, and dissemination facilities, shall be suitable for the intended purpose and sized in a manner as to operate the PARCS according to the performance standards set forth in these technical specifications. Such servers or group of servers shall generally comply with the City's server standards and may be physical and/or virtual. The preference is for all of the server and database systems to be virtual

The servers or group of servers shall be capable of processing all data and of meeting all other performance requirements as set forth in these specifications. The servers and group of servers shall be sized to allow for system expansion of up to 100% of existing volume in terms of transactions, LPR images, number of PARCS devices or number of facilities controlled. At a minimum, the servers shall meet specifications set forth by the City's CITO. If physical, the servers or group of servers shall include dual or redundant power supplies, data backup capability (network-based storage), and a network interface card.

The servers configuration shall include all software (installed by the Contractor), including licenses and documentation, necessary for their operation and administration. The operating system shall be the latest compatible version of Microsoft software. The City may at its sole discretion use an existing license for the new servers and request a credit for the Contractor. All middleware, administration desktop application and communications packages or drivers (to include documentation and licenses) appropriate for the specific configuration shall also be included.

The servers shall be installed and configured to support a City issued or approved security system in all the servers to prevent unauthorized access (as approved by the City project manager). The security system shall include the latest version of software certified by the Contractor at the time of installation and shall provide for multi-processor support and secure server database access.

The Contractor may be required to provide, install, configure, commission, and support anti-virus software that includes the most current virus scan data available at the time of installation. The City may at its sole discretion use an existing license for the new servers and request a credit from the Contractor.

The Contractor may be required to provide (as approved by the City project manager) all software necessary to backup and restore the System data and server operating system on optical discs. The Contractor will provide written recommended backup procedures and practices in a format acceptable to the City project manager. In addition, the City shall have the ability to carry data to other City storage devices as desired. These other storage devices shall include common third-party equipment such as network hard drives, etc. to be provided by the City.

The database storage and memory shall be configured in such a manner as to maintain six (6) months of on-line system transactions data (including LPR data and images) and all summary reports. The Contractor is responsible to provide sufficient storage space to accommodate the amount of data to be stored for six (6) months of online system transactions data (including LPR data and images) and all summary reports. The Contractor shall provide a backup/archiving system (software only) whereby reports are properly catalogued, such that historical data can be retrieved, added to new reports, or printed. All summary reports for up to five (5) years shall be archived on electronic media. All operational data for the current year and the two previous years (36 months of data) shall be available on-line. The term operational data shall include full details of all event or journal log entries relating to failures, complaints and lane closures and all exception transactions. Detailed event data shall be maintained for 180 days with the balance of the data up to 36 months shall be in summary format. The Contractor provided redundant server

system hardware shall size the System servers' storage capability to have three years active data on hard disk along with software and other programs required to operate the system.

The Contractor shall provide a written description of the hardware/virtual configuration of all system servers as well as provide a written description of the software configuration (to be approved by the City project manager and the Contractor) and in a format (also to be approved by the City project manager and the Contractor) so it can be incorporated as part of the System Definition Document.

F17. Network Switches

The Contractor will work with City's CITO to install, connect, configure, and commission managed network switches in the appropriate communications rooms to allow network connection of all PARCS devices. The Contractor will meet the City's current network switch configurations. All network communication hardware and software documentation shall be incorporated by the Contractor into the System Definition Document.

All network switch installations and configurations shall be performed under the supervision of City information technology staff and properly documented in a manner acceptable to the City project manager.

F18. Other Equipment

F18.1. Uninterruptible Power Supply

The Contractor may be required to supply install, connect, and configure one each Uninterruptible Power Supply (UPS) to allow a minimum of two (2) hours of uninterrupted operation of the System Server and the backup server in the event of a power supply failure to one or both. The Contractor shall submit technical specifications to City's CITO for approval the appropriate UPS requirements to allow the Central Server to shut down gracefully in the event of power outage.

F18.2. Workstations

The Contractor shall provide the recommended workstation specifications for the dedicated workstations to be primarily used to monitor and control the System but will also have the capability to run other programs (such as the Microsoft Office suite) in a Windows environment. The Contractor will procure the necessary workstations and install them with oversight from the City's CITO or designee. Besides the dedicated System workstations, the City will allow authorized users to access the System through the City's administrative network using their existing desktop computers and a custom web browser application. The Contractor shall supply the minimum workstation requirements to allow such capabilities. The Contractor shall clearly state in the System Definition Document which specifications are for the dedicated System workstations and which specifications are for the existing City workstations (if the requirements are different).

F18.3. Printers

The Contractor shall specify minimum printer requirements that would allow the City to efficiently and effectively monitor and control the parking operation. The Contractor shall provide the recommended printer specifications and the suggested number of printers to operate the System.

G. REPORTS AND REPORTING CAPABILITIES

G1. System Reports and Reconciliation

The Contractor shall provide a comprehensive package of their standard City system reports (to be defined in SDD) that shall allow the City to maximize the utility of all System functionality. The system reports shall assist the City and the parking management company in the proper monitoring, control, staffing, auditing, planning and development of the System and the parking facilities. All reports provided shall be consistent and reflect the reporting accuracy standard contained in these specifications.

Final versions of all system reports shall be included in the System Definition Plan and the Configuration Management Plan shall be updated to reflect revision numbers.

The Contractor shall provide a detailed description and presentation of the reconciliation processes required within the System and shall explain how the system reports shall be used to accomplish this critical task. The Contractor shall provide a step-by-step description of all report balancing and reconciliation activities for approval by the City project manager. These reconciliation descriptions shall include (at a minimum) the procedures for balancing the overall parking operations statistics, transactions, revenue, license plate recognition, inventory, space count, pay-on-foot, and parking reservations. Changes to the reconciliation processes may be requested and provided by the Contractor to the City. The final description of the reconciliation procedures will be included in the System Definition Document

G2. Reporting Capabilities

The City shall have the ability to view on screen or print all reports in full or for select periods of time and dates or save to a file in a variety of format (PDF **or** CSV) to be defined in the System Definition Document (subject to the approval of the City project manager) including, at a minimum Microsoft™ Excel. The City shall also have the ability to generate the reports using a comprehensive report menu system (resident in the facility management software) that groups reports by function and may be accessed from any workstation on the PARCS network. The reports shall be used to access current and historical data and may be set for automatic or on demand generation.

The Contractor shall provide the City with the ability to create queries and reports on the System's transactional data without jeopardizing the System's data integrity. The City's preference is that all query and reporting functionality shall be resident on the System and accessible through the FMS reporting menu system.

The Contractor shall also provide statistical information that will allow authorized users to conduct "What If" analyses, at their own conclusion based on the outcome of the reports, for strategic functions such as revenue projections, parking demand trend analysis, rate adjustment impact and facility management planning.

G3. Required System Reports

G3.1. Daily Summary Reports

A collection of transaction data (including number and types of transactions, number of tickets issued, collected or outstanding, dollar value of outstanding tickets or vehicle inventory in the facilities, number of credit/debit card transactions, revenue collected by lane, shift, tender type, or cashier, etc.) for all activity by lane number or other identifier for a twenty-four hour period (user defined) presented in a single report.

G3.2. Monthly Summary Reports

Similar in scope and data elements to the Daily Summary Reports, the Monthly Summary Report aggregates and summarizes all the data from the individual daily reports.

G3.3. Revenue Reconciliation Report

A management report designed to provide all revenue information in a single location so that total revenue collected versus total revenue expected may be reconciled on a daily basis. This report may be run for any period of time (hours, days or months and groups or portions thereof).

G3.4. Ticket or Transaction Reconciliation Report

A report designed to account for all ticket and non-ticket transactions and compare these totals against gate vends and LPR vehicle inventory.

G3.5. Maintenance Log Report

A report derived from the system journal or log that identifies malfunctions and down time by device and/or lane. This report may include trend analysis. (These reports to be provided to pre-

designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.6. Equipment Downtime Report

A maintenance management report designed to track and correct chronic maintenance problems for specific devices / components. Each lane device and POF device shall be listed along the length of downtime each experienced within a user-settable length of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the report package).

G3.7. Technician Performance Report

A maintenance management report listing all technicians and detailing the number and length of service calls or procedures performed in a given period of time. (These reports to be provided to pre-designated City's Parking Division Unit or staff member independent of the PARCS report package).

G3.8. System Exception Reports

A management report that shall summarize all system exceptions (or filter exceptions by type) reported to the FMS and written to the system journal or log for review and action by the appropriate party.

G3.9. Lane Activity or Volume Reports

A summary report that indicates lane and device usage on a daily or monthly basis in terms of number of vehicles or transactions processed. The report shall highlight usage by time, device and lot.

G3.10. Credit Card Processing or Reconciliation Report

A revenue report designed to allow reconciliation of amounts transmitted to the credit card clearinghouse versus amounts deposited in the City's revenue accounts (less any applicable transaction or discount fees). This report shall become part of the system once the City has deployed the AVI system and the interface is developed.

G3.11. Validation Reports

Periodic (daily, weekly, or monthly) revenue reports that list all validations received and fees not collected by validation type or account from field devices, list all amounts collected or billable from validation customers by, validation account, type and amount.

G3.12. System Journal or Event Log Report

This is a multi-purpose report that may be filtered on any field in the system journal or event log report database to fit the users' needs. This report serves as the basic query function for the system's journal or event log.

G3.13. Cashier Shift Reports (Fee Computer)

A management and revenue report available either at the lane or via the FMS that provides transaction and revenue totals for each shift worked by an individual cashier or supervisor.

G3.14. Supervisor Shift Report

A summary report that indicates all the lane and cashier activity totals for given supervisor's shift.

G3.15. Cashier Analysis Report

A management report designed to track and identify patterns in cashier productivity by compiling transactions processed by each cashier with special emphasis on exception transactions and transaction volume per shift. The report may also be used for corrective training, incentive plans or disciplinary action.

G3.16. Peak Occupancy Reports

A periodic summary report (daily, monthly or weekly), this report indicates peak vehicle occupancies by hour and by day for each garage and lot with subtotals for each floor of a garage and grand totals of entire facility.

G3.17. Duration Reports or Ticket Value Reports

A management report that categorizes all transactions (for a day, week or month) into user-programmable time or ticket value increments with subtotals for each increment. The report should also calculate average (mean) and median ticket prices.

G3.18. Current LPR vehicle inventory Reports

A daily, weekly or monthly management report that summarizes all current LPR data by facility (and if applicable by location). The report shall also include data on vehicles or plates purged from the database. A dollar value of the LPR vehicle inventory by facility shall also be provided.

G3.19. LPR Exception Reports

A daily, weekly or monthly management report designed to summarize all disappeared, reappeared or moved vehicles. Primarily used to check the LPR database this report documents all plates that have been purged without a known exit, that have been previously purged at exit and inventoried (indicating a possible input error) or whose location has changed since the last inventory update. LPR exception reports shall detail all transactions that have deviated from standard LPR imaging or matching process.

G3.20. Plate Inventory Aging Reports

Ad-hoc reports that list all license plates that have exceeded the established maximum stay at any given parking facility. The report is useful for identifying abandoned vehicles and for maintaining the LPR inventory.

G3.21. Abuse Report

A management report to be generated automatically by the system at user-settable intervals and designed to track vehicles or license plates having an excessive number of exception transactions within a given time period. This report shall be linked to the Hot List functionality required in the LPR subsystem.

G4. Custom Reports

All system design reports listed in the SDD.

H. REQUIRED SUBSYSTEMS

The term "Required Subsystem" as used in this section, refers to specific system functionalities that require both significant special purpose software and hardware components in order to properly complete required tasks. The subsystems described below also require significant interfaces so they may interact with each other, other software modules or applications, and other field hardware devices or components. Several subsystems described below will also require significant development by the Contractor and are described in general terms so as to allow the Contractor discretion in responding to the requirements.

H1. License Plate Recognition (LPR) Subsystem

The Contractor shall provide a fully functional License Plate Recognition (LPR) module or subsystem for the PARCS. LPR functionality shall be available at each entry and exit lane utilized for public parking. The LPR subsystem is critical to maintaining positive revenue control as the City implements new parking products and customer service options such as ticketless transaction processing in combination with credit card used at entry and exit. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

It is the City's desire to implement an LPR solution that includes image capture and decoding of rear license plate data (to include the surrounding vehicle surface) information. The Contractor shall determine what type of solution is feasible and explain their approach in the System

Definition Document. The City would prefer use of proven image processing hardware or software technology available for parking or other similar applications.

The City desires that the Contractor provide ISO-compliant magnetic stripe and or barcode cards that will allow it to offer expedited processing into any public parking facility for certain public and non-public parking patrons. When these special users (such as internet reservation patrons, authorized employees, etc.) enter a public parking facility the LPR subsystem shall track their license plate data as it would for regular public parking patrons. All transactions occurring in the public parking facilities shall include LPR processing. Oversized vehicles within the license plate and LPR "Target Range" shall be read. The LPR subsystem shall include all software and hardware devices (both in the lane and elsewhere) and all peripheral and mounting devices required to capture, decode, interpret, associate, store, retrieve, compare and report license plate images and information in a manner that complies with the requirements and standards set forth herein, and without causing degradation to any other function of the System. It will also be the responsibility of the Contractor to provide all infrastructure modifications and to make all appropriate connections to the lane devices excluding the City provided PARCS network that may be necessary and proper to ensure full LPR functionality.

The Contractor shall be responsible for providing an LPR subsystem that is fully interfaced and integrated into the System so that LPR data is available over the entire PARCS network. All license plate data shall be written to a secure, password-protected database that shall be indexed in a manner that allows the quickest plate matching possible. The database shall be searchable on any field and shall be linked with the transactions database so that associated plate information can be found for any data element in a transaction record.

License plate data (including images) shall be maintained in an active directory on the central server of the PARCS or on a special purpose server on the PARCS network. The central server or special purpose server shall be housed in the City's network operations center. Data availability shall be paramount and the Contractor and City shall design a system with sufficient processing speed and storage capacity to store no less than six months of data in the active directory. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary image review workstation, as approved by the City project manager, which shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert shall both be visual and audible and the City shall have the ability to individually disable such alarms if desired. Once a transaction cycle is completed at the entry, the vehicle's license plate number shall be stored in the active LPR database, a complete transaction cycle at an exit lane shall cause the vehicle license plate to be deleted from the active LPR database and added to an inactive LPR database. The inactive LPR database may be archived or purged either automatically or manually at reasonable intervals approved by the City project manager.

Archived data shall be easily accessible and located on the network so that it is readily accessible for research purposes. The Contractor, in the System Definition Document, shall detail its data archiving timetables and procedures. The City project manager shall have the right to request the Contractor to make reasonable adjustments or changes in the retention times or archiving procedures, in order to facilitate parking operations.

H1.1. Entry/Exit Lane Configuration

It shall be the Contractor's responsibility to provide to the City project manager, via the System Definition Document, its proposed LPR subsystem design and lane configurations. The Contractor shall detail all civil, cabling, conduit, power, lighting, trigger loops, and other requirements, that it will provide and which may be necessary for the full functionality of the LPR subsystem at each lane.

Precise location of the camera equipment shall be per the Contractor's recommendations subject to approval of the City's project manager. It shall be the responsibility of the Contractor to document the performance deterioration effects, if any, if the City's project manager selects a different location for the camera equipment. It is the City's preference to mount LPR cameras in an overhead position wherever possible.

The system shall be configured in a manner that will maximize automatic plate matching. It shall also be possible for the City to disable any requirement to correct license plate numbers at entry. For each lane, license plate data captured at exit and requiring manual review shall be routed to a primary workstation (to be designated by the City). The primary workstation routing shall be user-settable for each lane individually and the City may also designate a secondary review workstation as a fail over option. Each PARCS workstation resident on the communications network and operated by a duly authorized user shall be capable of providing license plate review and edit functionality.

All LPR subsystem processing shall occur in parallel with other functions occurring within the System and shall not increase the transaction processing time for vehicle entry or exit. All lanes shall be configured so as to reduce processing times and expedite transaction times. All LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm at the designated primary workstation for the given lane, as approved by the City project manager that shall continue until acknowledged by an operator or at City's discretion after a configurable timeout. This alarm or alert should be visual and audible and the City shall have the ability to disable such alarm, if desired.

H1.2. LPR Performance Requirement

The LPR subsystem shall acquire a vehicle's license plate number image at each parking entry and exit lane for 100% of the entry and exit transactions. Oversized vehicles within the license plate and LPR "Target Range" shall be read. This 100% read rate shall apply to unobstructed and un-obscured license plates. Additionally, the LPR subsystem shall read all license plate characters (exclusive of unobstructed, un-obscured, and un-encroached license plates) correctly on a minimum of 100% of the transactions and will read all but two LPN characters correctly (exclusive of unobstructed, un-obscured, and un-encroached license plates) on a minimum of 100% of the transactions. An un-encroached license plate means it has no foreign object within .375 inches (3/8") of LPN characters. Table 3 summarizes these LPR performance requirements. The Contractor shall provide appropriate documentation to the City project manager concerning the technology's method of operation, the efficacy of technology and suggest suitable testing regimes.

Table 3: LPR Performance Standards

LPR Task	Requirement
Capture of all rear license plates entering and exiting lanes including oversized vehicles within the license plate and LPR "Target Range" shall be read.	100%
Character recognition shall be accurate within 2-digits (N-2) of all legible plates	100%
Character recognition shall be accurate for all characters (N) of all legible plates	100%
Provide an automated match of all entering and exiting vehicles	100%
Provide a match of ticket to the image captured	100%

***Note**: During any testing, the above performance standards shall only apply to processing of images involving New Mexico license plates.*

H1.3. LPR Entry Lane Processing

Processing of LPR data may vary depending on the type of technology, capture point and camera placement proposed. Generally speaking the City envisions an LPR subsystem that captures entry images in a "post capture" mode. Post capture shall mean beginning the image capture process after a ticket had been issued or a card has been read and the car passes the closing loop. Cameras mounted overhead would be triggered by the appropriate sensing device to begin capturing images and would cease the capture process when the barrier gate closes.

The images would be evaluated by an LPR engine (the software component of the LPR subsystem) and using appropriate parameters, the LPR engine would select and decode the best image or best group of images. The best image or group of images would be associated with a transaction record (for both ticket and card transactions) and the data record (text and images) would be sent to the active LPR database so that the system could later search on any field of the transaction record for the matched image. This process would allow, in ticketless transactions, patrons to enter and exit utilizing different credit/debit cards and would expedite exception transactions.

H1.4. LPR Exit Lane Processing

When the vehicle arrives at an exit lane the LPR subsystem would be triggered by the appropriate sensing device. The camera(s) would begin capturing images to match against the image associated with the patron's exit media (ticker or card). If the LPR information matches, the transaction will continue as a normal transaction. If the LPR subsystem is unable to find a suitable match it may send the two best images to a designated workstation for further processing. This may involve a supervisory or cashier review as determined by the City. When the problem has been resolved the transaction would be completed and the barrier gate would be raised. The complete record of LPR data for the transaction cycle (one entry and one exit) would be moved to the inactive LPR database.

H1.5. LPR in Exception Processing

The LPR system will be a key component in providing audit trail of exception tickets. This functionality shall be required to properly implement self-service transaction processing. Following successful completion of each exception transaction, the vehicle license plate number, whether manually entered or read by the LPR subsystem, shall be automatically moved to an Exception Transaction File and made readily available for audit of exception tickets and corresponding exception transactions. .

It shall be possible to disable any single exception transaction identified below (within the LPR subsystem) without impacting the functioning of any other exception transaction.
The City desires the contractor propose alternate processing methods that will allow certain exception transactions to be processed at unattended lanes either directly by the patron or remotely by an attendant at a PARCS workstation.

H1.5.1. Lost Ticket

A lost ticket transaction shall occur when the patron arrives at an exit lane without an entry ticket. The LPR subsystem shall use plate matching to find the correct entry transaction so that the proper fee may be calculated. If the LPR subsystem fails to locate a matching license plate or image, an alarm message shall be broadcast over the network and written to the FMS Event Log or Journal. The workstation operator will acknowledge the alarm message and process the exit transaction by requesting the entry time and date from the active license plate database. This information shall then be provided to the cashier to complete the transaction or in the case of an unattended lane shall be completed by the workstation operator.

H1.5.2. Unreadable Tickets

Similar to the Lost Ticket process described above, when a ticket is found to be unreadable by the System (whether mutilated, blank or foreign without LPR intervention), the LPR subsystem shall search for the entry transaction data associated with the vehicle's license plate number. If a match is found, the entry information shall be extracted and compared to the exit time, and the parking fee shall be calculated. The transaction proceeds as usual. The unreadable ticket shall produce a unique visible-alarm or alert at a designated workstation only if the LPR subsystem fails to locate a matching license plate or image. Processing of predefined alarms shall be password protected via the access rights.

H1.6. Hot List & White List

The Contractor shall provide a function within the LPR subsystem that shall automatically track and report license plates that have been identified as having a high incidence of exception transactions. This listing of plates shall be known as the Hot List. The LPR subsystem shall allow an authorized user (with appropriate password access) to set the thresholds for types and numbers of transactions within a given time frame that shall trigger a response from the system.

The system shall generate an appropriate visual and audible alarm when a vehicle on the Hot List enters or attempts to exit the facility. Upon entry of any vehicle on the Hot List, the LPR subsystem shall sound an audible alarm at a designated workstation that shall continue until acknowledged by an operator Entry of plate numbers onto the Hot List shall be automatic and based on user-defined parameters. All Hot List entries shall at a minimum, include the date the plate number is added to the list and the reason for adding the plate number to the list (usually due to suspected abuse). Access to the Hot List shall be controlled by user access and password. License plate numbers shall remain on the Hot List until removal by the City.

The City shall also have the capability to add plates to the list manually. Such additions or removals shall generate the appropriate message notification to the System Journal or Event Log.

The Contractor shall also provide a White List that will be populated with specific transaction data to be determined by the City. It is envisioned that the White List may be used to track usage by specific service vehicles or City VIPs.

H1.7. Cameras and Lighting

The Contractor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft. All connections and cabling would be similarly protected and identified in accordance with the appropriate City standard or the manufacturer's instructions.

The LPR lane devices shall be mounted in a manner that will best suit their functional requirements but the Contractor would give due consideration to the City's mounting location preferences. All device placements shall be properly documented in the System Definition Document and shall be reviewed by the City project manager prior to installation.

H1.8. System Failure Procedures

The City shall have the option of temporarily disabling the functionality of the LPR subsystem should it become unstable or encounter a systemic failure. When such disablement occurs the System shall be automatically reverted to a manual LPI process at attended lanes by looking up the LPR active database. Likewise, should the LPR subsystem be disabled, the City shall have the option of continuing unattended transaction processing with manual intervention from a workstation or disabling the lane devices.

Turning off the LPR system will be done by an authorized System User and will result in a logged event including the user name, time, and reason. This normal operation of the PARCS shall not require patrons to wait for the expiration of an LPR-related timeout to process their transaction. To facilitate the return to normal operations, the system will provide two separate software switches: one for enabling (disabling) image capture and license plate recognition and a second for enabling (disabling) the LPR related alarms. This procedure shall be documented by the Contractor in the System Definition Document to be approved by the City project manager.

H2. Parking Space Count Subsystem

H2.1. Parking Space Count Subsystem Description

The Contractor shall provide and install a Parking Space Count Subsystem designed to accurately and continually collect, store, maintain and report (in virtual real time) counts of vehicles, and by derivation, available or occupied parking spaces, within all areas or levels of all public parking

facilities. The Contractor shall provide all application software and interfaces necessary for full and proper functionality for the subsystem generally, as well as, all subsystem devices and components including but not limited to, any logic controllers or other modules or devices. The Contractor shall also provide appropriate interfaces to other PARCS subsystems or software modules as may be necessary for the proper function of the overall System.

It is the City's desire to have a Parking Space Count Subsystem that is fully integrated with the parking access and revenue control system and resides on the central server. The subsystem must include the flexibility to adjust counts of available spaces to allow for special circumstances such as parking reservations, adjust counts based on input from the LPR or LPI subsystems and set closing and reopening thresholds at levels lower that the maximum number of spaces. The subsystem must also be expandable to the same extent as the overall PARCS having sufficient, memory, database and communications capacity to accommodate a 200% expansion of the number of parking spaces, number of detecting devices, number of areas, levels or lots, and number entry and exit lanes.

Under normal conditions the operation of the Parking Space Count Subsystem shall be fully automated. The Parking Space Count Subsystem shall also allow for manual adjustments and override of all functions enumerated herein (and as described in the System Definition Document) via any PARCS workstations. Such manual adjustment features shall be accessible through a properly secured menu system only accessible by authorized users. Subsystem information shall be included in a graphical user interface available at any PARCS workstation that will act as a facility map and depict the relative location and status of the various facilities the PARCS controls. All numerical representations of space occupancy or availability shall be displayed so the user can toggle between the actual number and the corresponding percentage of total spaces. The subsystem shall automatically control all parking space count signage, automatically adjust all area, level and facility counts, as well as, provide automatic or on-demand reports and any required real-time information to external systems (such as the City's official website).

The Parking Space Count Subsystem shall use special detecting devices, located on each garage level, in each area, and in each entry/exit lane, to detect vehicles entering and exiting a given parking area, level or facility. The City prefers that non-intrusive detection devices other than loop detectors be used in the garages and wherever they may be appropriate. Detection devices shall be capable of detecting vehicle direction (bi-directional) and provide anti-coincidence detection to minimize the possibility of missed counts.

The Contractor shall detail in the System Definition Document all relevant subsystem design features to include but not limited to, all screen layouts relating to the graphic user interface, all detection devices and technologies, all automatic and manual user functions, all reports and reporting capabilities and all necessary interfaces with other software modules and subsystems of the PARCS, as well as all external systems. The Contractor shall discuss methods to ensure that all counts for all areas and levels are accurate to within 1% of actual vehicle counts and that all counts for facilities are accurate to within 1% of actual vehicle counts in any given 24-hour period. Contractor shall also discuss appropriate procedures for testing accuracy levels in the System Definition Document and in the Testing Plan. The System Definition Document, and other related deliverables shall be subject to review and approval by the City project manager.

H2.2. Required Subsystem Devices (Signs)

The Contractor shall provide, install, integrate, test and commission all space count signs associated with the Parking Space Count Subsystem. These signs shall include 'monument' or 'scoreboard' signs at key entry points to each public parking structure (does not apply to surface lot). The Contractor shall provide such signs at locations approved by City project manager for other public parking facilities.

The Contractor shall also provide appropriate status signs for each area, floor or level to be controlled by the subsystem. All signs provided as a part of the Parking Space Count System shall

meet all applicable industry standards, as well as, federal, state and local laws, regulations, codes, ordinances or guidelines for signage of this type. At a minimum, signs shall be visible and readily legible under ambient lighting conditions (to include low light conditions) at a minimum distance of one hundred feet (100) feet. Contractor shall obtain written approvals of signage submittals by City project manager prior to proceeding. Final placement of each sign, the sign type, size, character height, character color, background color, and font shall be subject to the approval of the City project manager prior to procurement and installation.

H3. Credit/Debit Card Processing Subsystem

H3.1. Credit/Debit Card Processing Subsystems Description

The Contractor shall provide a Credit/Debit Card Processing Subsystem in compliance with card processing regulations and the current service provider's protocols. All credit/debit card transactions whether device-based or module-based (parking reservation, etc.) shall be conducted, tracked and reported through this subsystem. The Contractor shall provide a list of the credit/debit card processing clearinghouses with which the Contractor's proposed subsystem is already certified. The subsystem shall have the flexibility to allow easy modification and expansion (in terms of lanes, transactions, or devices) without additional support from the Contractor or the processing clearinghouses. The term "Credit/Debit Card" as used herein, shall not be taken to imply a requirement for dedicated P.I.N. input pads on any field hardware device.

The Credit/Debit Card Processing Subsystem shall function independently of any one clearinghouse and the City shall be free to change credit card processing clearinghouses at its sole discretion. Any software or hardware modification necessary to effect such a change will be the responsibility of the Contractor during the installation and warranty periods. Any change of the clearinghouse requested by the City during the installation shall not prevent the Contractor to receive final acceptance of any phase of the project. The Contractor shall further agree to cooperate with the City should a change in clearinghouses be required after the installation and warranty periods.

The Credit/Debit Card Subsystem shall be connected to two separate processing centers so that a loss of communication with a processing center will not result in a total loss of on-line approval capability. Lane devices, switches or credit card servers in the overall PARCS, in each facility, or at each entry or exit plaza shall be connected or routed to alternating processing centers to equalize processing load. Loss of communications between any device, switch, router or server and the primary processing center shall result in the automatic switching or routing of credit card traffic (Fail Over) to the remaining or secondary processing center.

The Contractor will provide a credit/debit card processing capability internal to each PARCS hardware device (fee computer, entry/exit lane devices, POF, etc.),which will allow the processing of credit/debit cards, and other such magnetic stripe and or barcode cards as the City currently accepts or may choose to accept in the future.

Each such device shall have its own device identification number so that transactions and reports can reference the device for tracking purposes. The subsystem will be fully integrated in the revenue control system to provide for full reporting through the PARCS device (if applicable) and the facility management software (via a workstation).

The subsystem shall have the ability to perform transactions at the device level whether in an on-line or off-line (batch) mode so that loss of communications with the processing clearinghouse does not impede the acceptance of credit/debit cards. The normal transaction process shall be for online authorizations of all transactions. All transactions shall be subjected to industry standard validity checks (to include blacklist checks) and shall be stored at the facility controller of the device until such time as communications with the processing clearinghouse has been restored. The City shall be able to control how many and which transactions are sent in a batch file when the connection is reestablished, as well as, be able to assign priority processing of current transactions.

The subsystem shall have appropriate controls to secure all credit/debit card data from tampering or misuse. The security controls and procedures shall confirm to all industry standards, to include but not be limited to the VISA CISP program requirements for Levels 2 or 3 merchants in force at the time of installation. Credit/debit card data shall be stored in a secure, password protected database that allows only authorized users to perform queries and export functions required to research and resolve disputes, charge backs and other issues. Wherever possible reports, receipts and lists of credit/debit card data shall have truncated card numbers and other measures to minimize the chances of fraud.

The Contractor shall provide complete details of the credit/debit card processing functionality to include but not limited to credit card processing procedures, the security measures taken to safeguard credit/debit card information, details of on-line versus off-line processing, expected transaction accuracy rates, manual corrections or research processes and reporting capabilities. All such discussions shall be contained in the System Definition Document and shall be subject to review and approval by the City's project manager.

H3.2. Required Devices (Communications Devices)

The contractor shall be responsible for coordinating implantation of the subsystem with the City and the clearinghouse.

H4. Parking Reservation Subsystem

H4.1. Parking Reservation Subsystem Description

The City desires to implement a primarily web/internet-based parking reservation program. The Contractor shall design and provide a reservation system capable of taking a parking reservation for any City facility primarily via the internet, Wi-Fi or via telephone. The program would be implemented so as to be fully integrated with other public parking facilities without the need for nested or dedicated parking areas and without the need for dedicated special purpose lanes. The Contractor shall provide all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field devices necessary and proper to implement this program (except as detailed below). This subsystem or functionality shall be listed separately as an attachment to the Proposal.

A patron will use a website that is linked to and accessed from the City's home page or call a specific telephone number (number and phone service provided by City) to access the parking reservation system. The patron will select the desired parking facility then provide their name and credit/debit card information, the anticipated arrival date/time, and the license plate number of the vehicle to be used. The patron will also provide the approximate duration of stay. A credit/debit card will be required to hold the reservation and the system shall take steps to ensure the card information is valid.

On the day for which parking reservations are made, the number of reservations for each facility shall be subtracted from that facility's space counts in order to allow for anticipated demand. The subsystem must allow authorized users to manually adjust or override all data received from the reservation subsystem.

When the facility is open, a patron with a reservation arrives at any entry lane of the chosen facility, or uses a credit/debit card and enters the appropriate facility. The LPR system will capture the vehicle's license plate then automatically compare that plate number with all license plates on the Reservation List for the given day and facility. If the plate is on that list, the transaction is then recorded as a 'Reserved Transaction' transaction.

When a facility is full the Contractor shall propose a process for allowing entry to patrons with reservations only. This process may involve additional devices placed so as to override the lot closure procedures imposed by the System. Such transactions shall then be identified and processed in accordance with the process detailed above.

At exit, the patron will be allowed to exit through any exit lane. The patron will present their credit/debit card. The appropriate parking fee will be calculated and displayed to the patron. Once the parking fee has been satisfied, a receipt will be generated for the patron and the exiting procedures will continue as with a normal exit transaction. If practical, the City would prefer to have the patron's fees automatically charged to the credit/debit card used to secure the reservation.

It shall be possible for the City to set limits as to how many reservations the subsystem will accept for each parking facility and the entire parking system as a whole. Parking reservation transactions shall be classified as a unique transaction type to be tracked and reported separately within the System. The parking reservation system shall provide a rate structure programming function that will allow the City to charge rates that are the same or different for each facility and the same or different from those rates paid by regular patrons at each facility. This rate structure shall allow for charging additional service fees at the time of exit. It shall be possible to identify "No Show" license plates and the system should have provisions for disallowing future reservations from "No Shows" after a user-settable threshold has been reached. The System shall have provisions which will permit City to assess a convenience fee and/or cancellation fee to all reservation transactions.

There will be specific reports that will be developed for the subsystem and shall be included in the custom reports. They will include a listing of reservations categorized by date of reservation, a list of reserved parking patrons currently in the facilities, and a listing of the 'No Show' reserving patrons. The format and the intended content of the reports will be defined during the system design process.

Since it will be possible for patrons to make parking reservations via the Internet, the Contractor shall provide details on the data security and integrity measures to be employed to prevent unauthorized access to the System or the City's administrative network. If a dedicated web server is required for implementation the Contractor will provide server. The Contractor shall provide all software, all interfaces, all data communications devices and all other hardware necessary, except for the firewall, to connect the web server to the System. In addition, the Contractor shall develop, maintain, host, and outsource the web-front end associated with the parking reservation system for the first year of operation, after which time City will contract for and/or maintain all hosting and hosting associated requirements. The Contractor will provide the required assistance and support to facilitate this transition. The development, maintenance, and hosting of the web-front-end and all the specifics of the subsystem's implementation shall be included in the System Definition Document and shall be subject to the approval of the City project manager.

H4.2. Required Devices (Reservation Verifiers)

The Contractor shall propose whatever devices shall be required to implement the Parking Reservation Subsystem functionality, whether the facility the patron desires to enter is open or closed. The City does not envision any added devices will be required when a facility is open, but additional devices may be required to override lot closure procedures (such as lot closure barrier gates) at full facilities. The Contractor shall explore and discuss the feasibility of introducing such devices or addressing this issue through software in the System Definition Document.

H5. Validations Subsystem

H5.1. Validations Subsystem Description

The City desires to implement a comprehensive Validation program that will allow it to better track and implement discount programs and other special purpose transactions. The Contractor shall provide a complete, fully-functional Validation Subsystem that includes all software components (both in the central servers and field devices), all required interfaces with other System modules and subsystems, as well as, all field validating devices necessary and proper to implement this program. The System the Contractor provides shall have the ability to allow validation codes to track validations by validation account number or code. The Validations Subsystem proposed must

include appropriate management and billing reports, as well as, tracking functionality for up to nine hundred ninety-nine (999) separate validation accounts and up to ninety-nine (99) different validation types. The subsystem must be able to associate a given rate structure for each validation type, account and or code. The subsystem must be capable of handling validation transactions at any exit lane and must be compatible with other field hardware devices such as the POF devices and the special purpose fee computers. The Contractor shall document the process of handling validations as well as the devices to be used in the System Definition Document.

The System shall be capable of employing machine-readable validations (described above) that have been applied to the parking ticket by use of validation machines provided by the Contractor. The Validations subsystem shall allow the City to implement validations for discounts based on time or dollar amount.

In the event the value of a validation should fail to cover the entire parking fee, the transaction shall continue as a normal transaction with the validation treated as a partial payment, and the patron being prompted to pay the remaining fee amount. Should the validation amount exceed the actual parking fee, the subsystem shall record the lesser amount (the actual fee) in the transaction database and all associated reports. It shall be possible for the City to easily audit the validation transaction; therefore, validations shall be clearly distinguishable from other transactions. All validations shall be tracked and accounted for within the System reports by cashier on a daily and monthly basis.

H5.2. Required Devices (Validation Machines)

The Contractor shall provide validation machines or devices that may be used by the City or other authorized users to apply validations to System tickets. The validation machines shall also be capable of encoding one time badge validations on any magnetic stripe and or barcode media (paper or any card stock type). The validation machines shall encode identifiers used to identify data for the account holder issuing the validation and the appropriate fee structure to be applied. The validation machines shall have the ability to automatically re-encode the validation rate on the parking ticket at the point of validation. The cashier will have no interaction with rate adjustments at time of a "validated ticket" exit. The Contractor shall also describe in detail a process by which barcode discount coupons may be processed at exit through attended lanes. The Contractor shall document the capabilities of the validation machines and the capability of processing of barcode discount coupons in the System Definition Document.

The City will be able to process a barcode validation coupon issued by an entity participating in the City's validation program provided the coupon follows the contractor's barcode specification and format.

A parking patron will drive to a manned exit cashier lane and present their parking ticket and barcode coupon to the cashier. The cashier will insert the system ticket (mag-stripe) into the fee computer and the appropriate rate will be calculated. The cashier will then read the coupon barcode via the barcode reader. The initial parking fee will be adjusted based on the validation program referenced by the barcode coupon. A report will be generated indicating the quantity and dollar volume of the barcode validation program. The City will work closely with the contractor to insure the proper creation and distribution of barcode coupons to prevent duplication and subsequent fraud of the barcode validation program.

I. SYSTEM RELIABILITY AND ACCOUNTABILITY STANDARDS

The Contractor shall demonstrate that the System meets availability and reliability performance requirements prior to and during the start-up period, and demonstrate that to the City project manager through calculations documented in the System Definition Document and through the testing procedures specified elsewhere in these specifications. The System shall achieve a minimum overall System availability of 99.5% during operations following the final acceptance of the System. The 0.5% non-availability shall only apply to situations where a total failure of one

sub-system occurs (such as loss of LPR functionality). Single lane or device failures shall not be included in the overall System availability calculations.

The System shall be designed and implemented to minimize downtime by removing all single points of failure to the greatest extent possible. The System shall be designed and implemented to facilitate prompt repair for all failed or degraded System components by providing, to the extent possible modular, subsystems and devices with field-replaceable components.

The Contractor shall conduct regular availability and reliability assessments of the entire System during all phases of the installations to establish its reliability and to identify areas of potential vulnerability and document these areas in the Risk Management Plan and the System Definition Document. The Contractor shall submit detailed results of this supporting documentation to include test results, test assumptions and calculations.

I1. System Redundancy

All lane devices, special purpose computers and POFs shall be capable of continued operations in stand-alone mode in the event network communication services are interrupted. No redundancy is required at a lane unless common equipment is shared between multiple lanes. For example, equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes. To the extent possible all field devices shall be configured with proper battery backup, as well as lighting and surge protection so has to allow them to operate in less than optimal conditions.

I2. Accuracy Standards for Devices and Data

Ticket processing or Magnetic-stripe reader devices will have a ticket read or card read accuracy rate of 99.999% (assuming all unreadable (mutilated, blank or foreign) tickets or damaged cards are excluded).

Fee calculation accuracy for all devices that perform fee calculations will be 100% (assuming complete entry and exit information is available).
Data transfer (data received, validated and accepted by the FMS from devices or subsystems) accuracy will be 99.999%.

Transaction count accuracy for each device (transactions processed compared to transactions posted to the FMS system journal or event log) shall be 99.999% for all lane devices and POF devices.

Exception count accuracy shall be 99.999% (exceptions noted at the device compared to exceptions reported to the FMS).

Revenue amount accuracy shall be 99.999% (amounts calculated at the device, and where appropriate posted to a local audit trail, compared to amounts posted to the FMS system journal or event log). Revenue reconciliation and data transfer for credit card or AVI transactions shall also be 99.999% accurate (assuming all source data is complete and communications devices operate nominally).

License Plate Inventory (LPI) handheld device accuracy shall be 99.999% (plates entered compared to plates transferred to the LPI database).

LPI database match accuracy shall be 99.999% (assuming correct cashier and LP inventory input).

License Plate Recognition (LPR) will capture and accurately decode all characters on no less than 99% of all license plates, and accurately decode 95% of captured license plates at n-2 characters. That is to say 95% of plate captures shall have no more than two misread characters for all legible plates, excluding half height, encroached and obstructed characters. License Plate Recognition

(LPR) match rate shall also be no less than 99% after a validation process is applied (manual processing). Additional LPR standards and requirements may be found in the LPR subsystem discussion in Section 1.8 above.

Parking space counts for any individual area, floor, or lot shall be no less than 98% accurate (FMS display count compared to manual or LPI count). Counts for an entire facility shall by 99% accurate provided the system is reset on a nightly basis.

FMS system event log or journal reporting accuracy will be 99.999% (information stored in the system journal compared to information posted to system reports).

All credit/debit cards will be processed within an average of four (4) seconds from the time data entry is completed. However, it is understood that the processing time measured at the time the credit card is inserted and response from the clearing house is received, is dependant upon the network and communication link which is used for processing and relies on the clearing house provider.

I3. Additional Accountability Measures

For accountability purposes, the Contractor shall design the System to maintain no less than three separate count processes. These count processes shall be monitored by the FMS and be available in appropriate transaction reports. Lane Counters shall be used and shall be incremented whenever a vehicle is detected passing the detectors in proper sequence. A separate transaction counter shall be maintained that will be incremented each time a transaction been completed. Each device collocated in a single lane shall be capable of maintaining and report separate transaction counts. This count requirement shall also apply to PARCS devices not located in entry or exit lanes. Each barrier gate shall also have internal count capabilities to increment the count by one when the barrier gate arm lowers to the closed position. All counters shall be non-resettable and shall report the counts locally and the FMS. The Contractor may also be asked to provide mechanical counters in each gate to server as a cross check with the electronic count.

J. MODES OF OPERATION – NORMAL TRANSACTION PROCESSES

The PARCS will allow access to the controlled parking facilities to the various types of authorized users in the proper sequence of events. Failure of the patron to follow the prescribed sequence of events shall cause an appropriate response from the PARCS (ranging from system alarm to device disablement). The various types of non-normal or Exception Transactions required for this system are detailed in the next section. All public parking transactions (except Valet) shall commence with a License Plate Recognition (LPR) verification process. Non-public transactions shall not include this process and lane devices and the FMS software shall allow for this different processing mode The types of users include public parking patrons (using ticket-based, credit card in/out, prepaid AVI processes) and service vehicles or employee parking patrons (using validations, prepaid cards, non-revenue access cards or AVI media).

J1. Ticket-based Public Parking Normal Sequence of Events:

This process is envisioned as the most common sequence of events including the majority of short-term and long-term parking transactions.

At entry, the patron shall be issued a magnetically encoded, "credit-card" size and human-readable ticket upon depressing the appropriate button on the face of the entry lane ticket device. In no instance shall a ticket be issued by the ticket issuing device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device).

Once the ticket is removed from the throat of the entry lane device, the device will issue an "open" command to raise the barrier gate in that lane. The entry lane device will be disabled (unable to issue another valid ticket) until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close

automatically. In all cases, the LPR subsystem shall record the entry license plate information (post-capture is acceptable) and associate this data with the ticket information. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. Once the vehicle enters the facility and the barrier gate is lowered the entry lane device will be reset and be available for use.

At exit, the patron may process the issued ticket in several ways. In all cases the LPR subsystem shall perform a license plate image capture and match it to system's license plate information. The patron may surrender the ticket to an attendant for processing by a cashier, the patron could insert the ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit card out), the patron could insert a validated ticket issued by a pay-on-foot device (as defined below) or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). In all instances the patron will be provided information (using a fee display or video terminal) on the fee amount owed before and after any validations or discounts. The ticket shall be marked in a manner to make it unusable within the PARCS and retained within the device. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been collected (to include any lag time violation amount) and a receipt issued (if required) the barrier gate will vend disabling all transaction processing equipment located in that lane. Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than a device attended by a cashier) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device. When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active.

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any System workstation with access to the FMS software. The data includes, but is not limited to, transaction type entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment tender type (cash, credit/debit card, etc.), device identification number, and lot or facility identifier (name, number and/or code). Entry and exit devices (or lane controllers) shall also be able to update other modules or subsystems (such as the parking space count system) and to report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.).

J2. AVI-based Public Parking Normal Sequence of Events

This process shall be used in order to implement special functionalities such as the prepaid parking, employee discounts, commercial ground transportation processing.
At entry, the appropriate access-media reader will detect the presence of an authorized user. The reader devices used may include radio frequency (RF) antennas designed to detect transponders, or may be the same entry terminal described in the section above which may also be used to accept and process ISO-compliant, magnetic stripe and or barcode non-revenue, frequent parker, or value-added cards.

"Anti-passback" refers to a system by which the device or FMS tracks the location of a particular vehicle by tracking whether the associated user access media is currently in or out of the system. The anti-passback feature shall be user settable to allow transactions to proceed (soft lock) or not

allow the transaction to proceed (hard lock) if a violation occurs. Any transaction shall be said to be in sequence if the access media read is noted in the system as being eligible for ingress or egress. In the hard lock mode access media coded as 'in' shall not be allowed access and those coded as being 'out' shall not be allowed to exit.
Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify the anti-passback status of the user and if valid, issue an "open" command to the barrier gate. The license plate recognition (LPR) subsystem shall capture and record the license plate information for each transaction and associate said information with the transaction sequence number assigned by the AVI device. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate an ADA-approved, two-way intercom unit on the face of the entry lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the appropriate access-media reader would again detect the presence of an authorized user. Upon verifying the user's account (either on-line or off-line) the reader device (or a lane controller) will verify anti-passback status, capture and match the LPR data and if all information is correct, issue an "open" command to the barrier gate. However, in the unlikely event that such credential used at exit was used at entry in an offline mode the status (present or not present) of this credential could not be checked when both devices (entry and exit) have not been online between the entry date and time and the exit date and time, All other lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position. Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically.

Should the vehicle not proceed past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device and alert an attendant so assistance may be provided. If the reader or access media should malfunction the attendant would direct the user to an attended lane or assist in processing the transaction. Once the vehicle exits the facility and the barrier gate is lowered the lane devices and readers shall be reset and be available for use.
All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in real time at any workstation with access to the FMS software.

The data includes, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system) and report system exceptions (vehicle "back out", bad reads, broken gate arm, etc.).
A billing module provided by the Contractor may be used to calculate fees owed by an authorized user or group of users and generate invoices as required. Additionally, transactions involving processing by a third party may be reported via the appropriate clearinghouse interface in real-time or in batch (as agreed by the parties involved). This functionality need not be active until such time as the City makes appropriate arrangements with the agencies involved. This functionality needs to be discussed and defined between the contractor and the City before any interface development can commence.

The system will also maintain a server-based anti-pass back capability to deter the use of one access media for multiple entries or exits. Business rules, determined by the City, and

programmed into the system will determine what action is taken for incomplete transactions (where the entry or exit transaction data is not available). An FMS workstation user with proper security access shall have the capability of resetting the anti-passback status of a particular user via suitable interface. Such resetting may occur as result of newly issued access media or system malfunctions and shall be noted by an appropriate entry in the System Event Log or Journal.

J3. AVI-based Non-Public Parking Sequence of Operations

Non-public parking patrons will include service or public safety vehicles, City employees and City tenant employees with access to parking facilities. At entry, access to the parking facilities (including public and non-public) would be similar to that for public parking users except that fees calculation may differ. While a transponder-based system may be used in this application the City would prefer a proximity cards solution. Transaction will either be non-revenue for service and City vehicles, and prepaid flat fee or declining balance for City and tenant employees.

At exit, the processing of non-public transactions will again be similar to public transactions. Business rules, determined by the City and programmed into the system (field programmable), would allow for different actions for different types of exception transactions and different types of users. An exception transaction is one that does not follow the normal sequence of events. Exit may be allowed automatically for service vehicles (especially emergency vehicles) without the need for attendant intervention. The exception process parameters for the different types of users should be a group function common to all cards or records of a particular type (emergency, employee, service, etc.).

All entry and exit transaction data will be conveyed immediately upon completion to the FMS. The data shall be available for review in virtual real time at any workstation with access to the FMS software. The data may include, but is not limited to, entry and/or exit time and date, license plate information (either from cashier input or from plate recognition), fee collected, payment type (cash, credit/debit card, etc.), device identification number, and lot name, number or code. Entry and exit devices (or lane controllers) shall also be able to update other modules (such as the count system or billing module) and report system exceptions (vehicle "back out", invalid tickets, broken gate arm, etc.). As noted above, exception transactions may be treated differently for service vehicles and prepaid City employee patrons. All such exception transaction shall be immediately reported to the FMS even if egress is granted automatically.

J4. Credit/Debit Card-based Transactions Sequence of Events

This process shall allow the implementation of express, self-service, ticketless public parking using LPR functionality as the main accountability and anti-fraud tool.

The patron shall insert an approved ISO-compliant credit/debit card into the reader on the face of the entry lane ticket device. The entry lane device shall only accept the card when the arming traffic loop detector senses the presence of a vehicle (in the proper sequence). In no instance shall a credit/debit card be accepted by the entry lane device when the barrier gate is either stuck in the 'up' or open position or has been vended by another device (for multi-use lanes only where the barrier gate receives input from more than one PARCS device). The reader in the entry lane device shall read the information on the magnetic stripe and or barcode and check the validity of the card in virtual real-time. All credit/debit card validity checks shall be on-line unless there is a loss of network communications in which case off-line validity checks will suffice until network communications have been reestablished. Upon verifying the patron card account (either on-line or off-line) the reader (or a lane controller) will issue an "open" command to the barrier gate. All entry lane devices and readers will be disabled until such time as the barrier gate returns to the down or closed position.

Once the vehicle has passed the barrier gate and the safety loop, the gate will close automatically. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the entry lane device

and alert an attendant so assistance may be provided. If the reader should malfunction the attendant would direct the user to enter without the ticket or "back out" the vehicle to reset all devices. The user would now enter using the ticket-based process described above. Once the vehicle enters the facility and the barrier gate is lowered the entry lane devices and readers will be reset and be available for use.

At exit, the patron may use a credit/debit card in one of two ways. The patron may surrender a credit/debit card to an attendant for processing by a Cashier Terminal, or the patron could insert a ticket in an exit lane device which would calculate the fee and prompt the patron for an approved credit/debit card to complete transaction (credit/debit card out), Alternatively the patron could insert a validated ticket issued by a pay-on-foot device or by the owner of an authorized validation account (including appropriately encoded discount cards or coupons). Lastly, the patron could insert a valid credit/debit card (either the same card used at entry or another valid card) into the exit reader for processing.

In all instances, the patron will be given information (using a fee display or video terminal) on the fee amount owed. It is also preferred that all exit lane devices have the capability of issuing some type of receipt. While credit card-sized, paper or card stock receipts are envisioned, receipts in other formats or media may be proposed.

Once the proper fee has been charged (to include any grace period or lag time violation amount) the barrier gate will vend or open disabling all transaction processing equipment located in that lane. Should the vehicle not process past the barrier gate and safety loop in a field programmable time longer than a usual transaction needs to process, the presence loop (via a relay) shall activate, an ADA-approved, two-way intercom unit on the face of the exit lane device (other than an attended Cashier Terminal) and alert an attendant so assistance may be provided. Said intercom shall similarly activate if the patron fails to commence a transaction after a given period of time on the arming loop for the PARCS device.

When the vehicle has passed the barrier gate and safety loop the barrier gate will lower and all devices will again become active. Also see Section 1.8.4, Credit/Debit Card Processing Subsystem for additional technical details.

J5. Valet Parking Transactions Sequence of Events

The City has not yet determined how it will implement Valet parking functionality within the new PARCS. The process outlined below illustrates the current sequence of events. The Contractor shall propose Valet functionality that shall be capable of processing these types of transactions and are also encouraged to suggest alternate and improved processing functionality.

Valet parking patrons enter the Domestic parking garage at a special entry lane on Level 4. This lane is uncontrolled and does not have the typical layout and controls (loops, detectors, etc.) found in other public parking entry lanes in this or other facilities. Patrons turn over vehicle keys to the Valet attendant who in turns conducts and documents a brief vehicle inspection. The attendant confirms the results of the inspection with the patron then provides the patron a claim ticket and pickup instructions. Upon assuming control of the vehicle the patron is shuttled to the appropriate terminal and a system parking ticket is manually generated using a Fee Computer (no Ticket Issuing Machine is installed).

Upon returning to the City, patrons are be shuttled back to the Valet parking facility. Vehicle keys are retrieved and delivered and parking fees are calculated using the same Fee Computer used to generate the ticket.

The patron then exits via an uncontrolled exit (not configured like a typical exit lane).

K. EXCEPTION TRANSACTIONS

Exception transactions shall be defined as all transactions that do not conform to the normal sequence of events at entry or exit. The Contractor shall provide a System with the functionality to properly identify track and react to such exception transactions subject to the approval of the City project manager.
The Contractor shall provide the process of handling each exception transaction in the System Definition Document. The City may require supervisory intervention before processing any exception transaction at a lane. This shall be a field-settable user option that may be implemented globally for each type transaction through the System's facility management software. Appropriate visual and audible alerts shall be generated at all workstations.

The System shall be capable of generating appropriate report detailing exception transaction data for a user-defined period either automatically or on demand. All exception transaction information (including LPR details and images) shall be retained in the System for reporting purposes. Furthermore, the System shall be able to identify certain repeated exception transactions (Lost Ticket, Swapped Ticket, Insufficient Funds) as instances of abuse and use the System LPR functionality to generate alerts or other appropriate action when the flagged vehicle attempts to enter or exit any parking facility.
At a minimum, the System shall be capable of handling the following exception transactions:

K1. Lost Tickets

A lost ticket exception occurs when a patron arrives at an exit lane and informs the parking management company by using the intercom that he or she has lost the parking ticket, the System shall be capable of automatically verifying the vehicle's license plate using the System's LPR functionality shall be used to process the transaction at the exit device to calculate the parking fee due. If the LPR subsystem is unable to automatically match the license plate information, the LPR subsystem shall provide no more than two options for an attendant to review. Regardless how the transaction is processed, lost tickets shall be rendered unusable (only if a license plate match was found) in the System. If no matches are available, it shall be possible to process the transaction in whatever manner is appropriate for the City (i.e., charge a standard lost-ticket rate). It is the City's desire that Contractor's propose solutions that will allow the processing lost tickets at unattended lanes and for processing tickets lost after fees have been paid at a POF.

K2. Insufficient Funds

An insufficient funds exception occurs when a parking patron is unable to pay upon exit. The System shall allow collection of patron information such as name, address, vehicle, etc. in order to facilitate collection efforts. The System shall be capable of maintaining a password-protected log of patron identification data and collection actions (such as demand letters sent, waived fees or legal action taken which is not generated by the PARCS system) using data provided by the parking management operator. The System shall allow any authorized user to maintain this database and shall record all access and changes to the database in the System Event Log or Journal. This option is not an automatic PARCS function, but rather, at City's sole discretion is available to be activated by master password control.

K3. Invalid Tickets

An invalid ticket occurs when parking patron arrives at an entry lane removes the ticket generated by entry lane device then departs without entering the facility. Through the use of LPR functionality the System shall allow the parking management company to differentiate between actual invalid tickets and those caused by loop errors. When an invalid ticket condition is detected by the entry lane device it shall report the exception throughout the System. The System shall render the ticket unusable at any System device.

K4. Back outs (At Entry)

A back out occurs when a patron attempts to enter the facility, fails to remove the ticket issued by the entry lane device, and then backs his or her vehicle out of the lane. System will have the functionality to identify and track these events as well as automatically retract the ticket and void

the ticket once the vehicle is no longer detected. The time period elapsed before the ticket is retracted by the entry lane device shall be user definable and field-settable. Retracted tickets shall be captured in a bin internal to the entry lane device for later collection. Once the ticket has been retracted the entry lane device shall notify the System and reset itself. An appropriate entry shall be made in the System's Event Log or Journal.

K5. Unreadable (Mutilated, Blank, or Foreign) Tickets

The system shall deem a ticket unreadable if the magnetic stripe and or barcode cannot be decoded by the exit lane device. LPR functionality shall be used to determine the appropriate parking fee at exit. In the case of an unreadable ticket in an express exit lane the parking patron shall activate the intercom and contact the parking office. The supervisor would be able at a workstation to look up the transaction based on the LPR information and remotely process the exit transaction. This functionality requires that both units: the exit device and the workstation are online. In the case of POF transactions the patron shall be directed to the nearest attendant. The process of handling these exception transactions shall be discussed within the System Definition Document. It is the City's desire that Contractors propose solutions that will allow the processing unreadable tickets at unattended lanes.

K6. Swapped Ticket

A swapped ticket occurs when the entry information on the ticket presented by a patron does not match the LPR data associated with that ticket in the System. LPR functionality shall be used to determine the correct parking fee. The process of handling swapped ticket transactions shall be discussed within the System Definition Document.

K7. Cancelled Transaction

A cancelled Transaction can occur in several different ways. At entry, the patron may insert his or her credit/debit card into the entry lane device and then decide not to enter the facility. In this case the system shall cancel the credit/debit transaction. At exit, the patron may similarly decide to back out of the exit lane after inserting a ticket or credit/debit, pressing a cancel button, or failing to confirm a charge amount. In this case the ticket shall be returned to the patron and may be reused at a later time or the credit/debit process will be aborted. The process of handling cancelled transactions shall be discussed within the System Definition Document.

L. PROJECT EXECUTION

L1. Equipment Delivery and Storage

The Contractor shall not ship any system components without the prior written approval of the City project manager. The City, at its sole discretion, may require the Contractor to demonstrate the efficacy of the proposed system by means of a limited factory test. This test shall be conducted in accordance with a testing requirements and performance standards contained in these technical specifications. Neither the City nor its agent(s) shall accept delivery of any system components until such time as the particular component has been finally accepted in accordance with the provisions of Section 1.13 below. The Contractor shall be solely responsible for the care, custody and control of all system components, installed or otherwise, until such time as final acceptance for each phase has been achieved.

The Contractor shall be responsible for securing long-term storage unless the City project manager determines it is the best interest of the City to provide such storage. For those items that will be installed immediately upon delivery, shipment directly to the City work site is acceptable but all other equipment shall be delivered to the authorized storage site. Equipment or materials not actively being installed shall not be housed at the City for extended periods. The Contractor shall coordinate with the City an acceptable arrangement for short-term storage of items at the City.

The City shall make reasonable efforts to provide suitable short-term (60-day) storage or staging space that may be reasonably required, for the system components required by these specifications and the Contractor's System Definition documentation.

L2. Removal and Disposal of Existing Equipment & Components

L2.1. Removal

The Contractor shall be responsible for removal of all existing field devices or subsystem components that are uninstalled or otherwise not reused in the course of the installation. Unless otherwise directed by the City's project manager, the Contractor shall also remove any temporary equipment installations and ancillary installed elements (signs, barricades, etc.) that may be required for safety, security or patron information, in order to comply with the provisions of these specifications and the Contractor's system design. The City's project manager shall provide final guidance on items (such as inductive loops) that may be abandoned in place. All areas where items have been removed will be restored to their original condition (by way of patching, painting, or other measures) or to a condition suitable for safe use by the public and befitting the appearance standards of the City. The City project manager shall provide additional guidance on such restoration actions.

L2.2. Disposal

The Contractor shall deliver all removed field devices or subsystem components in a manner that conforms with applicable federal, state, or local law, regulations, ordinances and guidelines concerning safety, the environment or other such applicable provisions to a location or locations (on City property) to be identified by the City project manager. The City shall retain ownership of all equipment to be disposed and the cost of such relocation will be included in the Contractor's pricing. No disposal actions shall be taken without the prior notification (at least three business days prior) of the City project manager.

The Contractor shall be responsible for identifying, clearly marking and otherwise render safe any hazardous materials that may require special disposal procedures. Should off-site disposal of hazardous materials be required the Contractor shall propose the appropriate method of disposal for review by City project manager. The City's project manager shall make a final determination and shall instruct the Contractor the manner of disposal. Such specialized disposal procedures shall be deemed additional work and the City's project manager shall make the final determination on whether the item or items are disposed by the Contractor, or by another party.

The City shall retain the right to determine which equipment devices or components it desires to retain and the Contractor shall at no additional cost segregate such items and relocate them to an appropriate on-City location as determined by the City project manager. The Contractor shall notify the City project manager at least seventy-two (72) hours before equipment is removed from the field and disposed of, thus allowing the City an option to salvage components from the existing system.

During the transition period and while the existing system is still operational the Contractor shall ensure that any removal or disposal actions recommended or taken will not adversely impact the proper operation of the existing system

L3. Installation Requirements

All components installed in exterior locations shall be contained in housings appropriate for operation in environmental extremes common in the area of San Francisco International City. Components installed in cashier booths or other interior/exterior locations shall also be suitably protected for operation in these structures.

Environmentally sensitive electronic equipment designed to operate in conditioned spaces shall be placed in appropriate facilities provided by the City. The Contractor shall be responsible for any additional conditioned areas other than those provided by the City and shall be responsible for any environmental control measures that may be required within individual device housing (heaters, thermostats, air conditioners, dehumidifiers, etc.).

The Contractor shall be solely responsible for the security of all equipment installed or stored on City property during the duration of the Project. The Contractor shall replace all equipment, at no

additional cost to City that has been deemed by the City project manager to be damaged by vandalism, improper handling or any other cause. The Contractor may propose remedial action for minor damage (such as paint scratches or chips) to the external appearance (having no effect on functionality) and the City Manager may approve such action if deemed appropriate. In all cases any remedial or reconditioning actions taken shall bring the equipment or component back to a condition suitable for new, first quality equipment.

All cabling installations between system devices shall conform to the manufacturers' recommendations, these specifications and the appropriate City standard for the given cable type (fiber optic or copper). Appropriate conduit and inter-duct shall also be provided by the Contractor for each cable run. The Contractor shall conduct any required cable testing and submit test reports to the City project manager in the appropriate format. The type of cable or wire used shall depend on the total linear distance of the cable or wire run. For all distances less than three hundred (300) linear feet Category 5/5E networking cable may be used. For all run distances greater than three hundred (300) but less than one thousand eight hundred-four (1804) linear feet multi-mode fiber optic cable shall be used. Single mode fiber optic cable shall be used for all run distances greater than one thousand eight hundred-four (1804) linear feet. Hybrid fiber optic cabling shall be used whenever appropriate. The Contractor must request approval from the City project manager for any deviation from these guidelines.

L3.1. Equipment Mounting

All equipment shall be mounted in a safe and effective manner within appropriate housings or protective coverings as described in the Contractor's System Definition deliverable to be approved by the City project manager. The housing or protective devices shall be secured in manner that conforms to applicable code requirements and industry best practices. All device or component housings, junction boxes, pull boxes and cabling cabinets shall include locking doors designed to protect the device or cabling from the elements, tampering or other damage. Protective devices such as bulwarks or bollards shall be placed in manner that does not impede proper access to device components. Cables shall be neatly dressed with appropriate service loops inside the device housing or cabling enclosure in manner that allows ease recognition of component markings, does not impede the function of components or unduly restrict airflow within the housing or cabinet. Where multiple components are contained within the same housing or cabinet the Contractor shall provide shelving or preferably sliding trays to insure proper access to the components. To the extent possible, all housing and cabinets for similar devices or components shall be configured, cabled and identified in an identical standardized manner.

All data and power connections shall conform to the appropriate national, professional and local (including the City) standards or codes. All device connections including, but not limited to, mechanical, electrical and communication will be identical to the connections on every other device. All connections will be labeled with nomenclature identical to that provided with the Contractor's system documentation. Surge and lightning protection shall also be provided by the Contractor for all sensitive communications components or devices in a manner befitting the conditions typical at the City.

L3.2. Equipment and Cabling Identification

All cabling, components, and cabinets shall be permanently identified in a manner that allows for easy recognition and servicing. The identification scheme shall conform to City standards (where applicable) and each device or component shall be marked with a unique serial and or part number that shall correlate to the maintenance documentation provided by the Contractor. Where the Contractor's maintenance documentation deviates from City standard the City project manager may require the Contractor to change its identification scheme. Markings shall be permanent and easily legible with the unaided eye from a distance appropriate for the installation or servicing procedure being performed. Marking shall not deteriorate with age, exposure to light, or from normal handling by maintenance personnel. The markings on the cables, switches, panels, termination blocks and connectors shall conform to the appropriate City standard for the particular cable type or transmission requirement. In all cases safety shall be paramount and the Contractor shall be responsible for

identifying and recommending to the City project manager any deviation from the appropriate standards that would enhance the safety of individuals or property both during and after installation.

M. SYSTEM TESTING

The Contractor shall submit a Testing Plan for approval by the City project manager in accordance with the deliverables guidelines contained in these technical specifications. The Contractor Testing Plan shall demonstrate the methods that will be employed to verify that all hardware, software, firmware components and associated documentation are installed or delivered in accordance with the requirements of these specifications and the instructions of the City project manager.

The Testing Plan shall include detailed test descriptions for each type of test to be conducted in each phase of the installation. Such narrative descriptions shall include appropriate cross-references to these specifications that will allow the City project manager to readily verify the functional requirement being tested. The Contractor shall include in the test descriptions specific outlines enumerating the System functionality being tested each testing process, all testing assumptions, any limiting factors and their impact on test validity The Contractor shall propose testing schedules and locations for approval by the City project manager. The tests shall be conducted by the Contractor and witnessed by the City project manager and other parties as the City project manager may deem appropriate.

In some cases testing may be conducted during the transition between the old system and the new System. The Contractor shall consider the operational impacts associated with this testing method and properly communicate these to the City project manager and the parking management company representatives. Testing shall not disrupt the normal entrance and exit of vehicles (with the exception of the lane being tested) using a given parking area regardless of whether the lanes are connected to the old PRCS or the new PRCS. The description of the testing during the transition will be provided by the Contractor in the Transition Plan.

M1. Test Procedures

The Contractor shall provide detailed test scripts for each testing procedure in the submitted Proposal and to the City's project manager script for each formal and functional testing procedure/s upon award of contract. No test shall be started without an approved test procedure. The City shall require ten (10) business days to review the test procedures and supporting test scripts. Where corrections are necessary, they shall be made within five business days from notification by the City's project manager and resubmitted to the City's project manager for approval. Up to a 10-business day review time shall be allocated for review corrections to the test procedure.

The Testing Plan submitted by the Contractor shall include the individual test scripts that shall be used during the various phases of testing including, but not limited to, the Factory Test (if one is conducted), the Phase or Facility Acceptance Tests, and the Final System Acceptance Tests for all of the components of the System. The Contractor shall, at a minimum, include in the test scripts, the required test participants or witnesses, the expected durations of the tests, a list of required testing materials to be provided either by the Contractor or the City, and a complete description of what shall constitute successful completion of each discreet testing task and the overall test.

The Contractor shall review all formal test procedures immediately after to testing and certify that the test procedures adequately demonstrate all functional requirements of these specifications and to ensure a direct correlation exists between the conducted test, the test results, and specification requirements. The Contractor shall provide a checklist or other approved graphic representation, as part of the Testing Plan, listing each System requirement and showing the specific tests and the methods used to demonstrate compliance with said requirement. The completed checklist or other approved document shall be delivered to the City project manager for review and approval.

M1.1. Factory Testing

The City may at its sole discretion require a Factory Test of a representative portion of the PARCS to be performed at the Contractor's facilities. The City shall provide the Contractor thirty (30) days' notice of its desire to conduct a Factory Test. To the extent possible, the Contractor shall replicate field conditions appropriate to the installation at the City when conducting said Factory Test.

To verify that the functionality described within these specifications is achieved, the Contractor shall demonstrate the System at their factory or U.S offices and such demonstration shall be observed by at least two City representatives prior to the shipment of equipment to the project site. The Contractor shall provide the City a plan for factory testing thirty (30) days prior to the Factory Test with detailed test procedures submitted in a format approved by the City project manager. Within fifteen (15) days of receipt, the City project manager shall review the Factory Test plan, note required changes and return the plan to the Contractor for final corrections.

In the event a minor testing failure occurs during the Factory Test (based on the Contractor-submitted Factory Test plan) the City project manager may accept the testing results with conditions. The parties will agree on a punch list of corrective actions to be addressed prior to shipment. The existence of a punch list shall not in and of itself prevent Contractor's delivery to the site provided the Contractor certifies in writing that all items on the punch list have been addressed prior to said shipment. Upon receipt and satisfactory review of the Contractor's certification, the Project Manager shall provide written permission authorizing delivery of the equipment. All punch list items shall be specifically addressed and tested in the Single Lane Test.

All travel and accommodation expenses and arrangements necessary for the above referenced personnel to attend the initial Factory Test shall be the responsibility of the City. In the event Factory Test yields unsatisfactory results and a partial or complete retest is necessary (based on the Contractor-submitted Factory Test plan), the necessary arrangements and expenses associated with the retest shall be the responsibility of the Contractor.

M1.2. Single Lane Test

The Contractor shall provide the City project manager a plan for Single Lane Tests for each type of lane configuration to be installed in each phase of the project. The Single Lane Test documentation shall be a component of the Contractor-provided Testing Plan and submitted accordance with the standards established above for all deliverables. The appropriate plan shall be followed for each single lane test and the Contractor shall be responsible for properly documenting the testing process.

Single lane tests shall be conducted for each entry and exit lane prior to placing said lane in operation. When a lane installation has been completed, the Contractor shall notify the City project manager to arrange the Single Lane Test. The Contractor shall test the installed equipment and the City project manager (along with other parties he or she may deem appropriate) shall witness all tests. The tests shall establish adherence to the Contractor-submitted Design Definition Document and conducted according to the approved Testing Plan.

The test procedures shall test all normal and exception transaction types, all modes of operation, all payment tender options and the proper functioning of all related subsystem (LPR, Parking Space Count, etc.) devices present in that particular lane. The test results shall be evaluated using the Contractor-submitted Testing Plan, the functional requirements contained in these specifications, as well as, accuracy and reliability requirements contained herein. The Contractor shall not activate any lane for service until its operation test has been successfully completed to the satisfaction of the City project manager. Such satisfaction shall be acknowledged in writing.

M1.3. Other Device and Subsystem Functional Tests

Each POF device, the central cashiering fee computer in Lot DD and the fee computer in the Parking Office shall each be subject to testing in accordance with testing procedures specifically designed for these unique devices. These functional tests shall verify that the devices comply with

the accuracy, reliability and functional requirements contained in these specifications, the Contractor-submitted Design Definition Document, and the approved Testing Plan.

The test procedures shall test all normal and exception transaction types specifically related to these types of devices, as well as, other processes and activities that may require interaction with lane devices. For example, the POF or Lot DD Central Cashier Fee Computer must be capable of re-encoding tickets with the appropriate lag time and these tickets must be properly read by an exit lane device. The Contractor shall not activate any POF or special purposes Fee Computer until the appropriate functional test has been successfully completed to the satisfaction of the City project manager. Evidence of satisfactory completion shall be provided in writing and shall be included in the Testing Plan as directed by the City project manager and in accordance with the provisions of these specifications.

For subsystems having both special software and hardware components including but not limited to, e.g. Internet Parking Reservations, the Contractor shall provide a specific test procedure (a functional test) that shall clearly demonstrate the proper functioning of each subsystem. The Contractor shall submit to the City a plan for testing each subsystem's equipment as a functioning whole at least thirty (30) days prior to the anticipated completion of the all subsystem elements. The City project manager and Contractor shall agree upon the schedule for the functional test and the test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day

M1.4. Facility Tests

Thirty days prior to the anticipated completion of all single lane tests for Phase 1 of project (Railyard Garage or G3), the Contractor shall submit to the City a plan for testing the entire parking facility's equipment installation as a system (e.g., all entry lanes, exit lanes, all other devices, all software modules, all subsystems, and all communications and data transfers to and from the network switches and central servers). The City project manager, at his or her sole discretion shall determine which subsystem functional tests will be conducted during the Phase 1 Facility Test. This testing process will serve to validate the results of the test bed installation and will determine when the City moves forward with the remainder of the project.

The City project manager and Contractor shall agree upon a start date for the Phase 1 Facility Test. The Facility Test shall be performed only when all single lane testing and all special device functional tests for the parking facility have been completed. The test shall run for seven consecutive days beginning at midnight on the first day and continuing until midnight on the seventh day. Upon successful completion of this Facility Test (as determined by the approved Contractor-submitted Testing Plan) the City project manager shall review the test results and provide the Contractor written notification of the City's satisfaction with the results. The City Manager, at his or her sole discretion, shall then decide when to grant Notice to Proceed for the remainder of the project.

A Phase 1 Facility Test downtime shall be cause for a restart of the test after the failure has been isolated and resolved. The Facility Test shall proceed in a manner that maintains the operational availability of as much of the parking system as possible. The restart shall be for a seven-day period, commencing at midnight on the first day and continuing until midnight on the seventh day. The Facility Test must be completed within thirty (30) days after the initial start date.

During subsequent project phases or sub-phases a Facility Test shall be conducted at each parking facility. Each facility shall constitute a discrete sub-phase and shall have its own testing procedures and approval process. Testing of subsequent phases or sub-phases shall be conducted in a manner similar the process outlined above. Upon successful completion of the Facility Test and placement into full operation the parking facility shall be said to be substantially complete and ready for payment as evidenced by its Certificate of Substantial Completion.

M1.5. Extended Operations Test

Following successful completion of all Facility Tests, the Contractor shall notify the City project manager that the System has been prepared for the Extended Operations Test. This test shall demonstrate, over a period of thirty (30) consecutive days for the uninterrupted operation of the administrative level equipment and thirty (30) continuous days for the field level equipment as noted in the contract, the successful performance of all aspects of the System. The Extended Operations Test shall encompass all equipment and systems installed and operating under actual field conditions.

The Extended Operations Test shall start on a date jointly agreed upon by the City project manager and Contractor. The test shall continue until a thirty (30) day period has elapsed during which all of the performance criteria have been continuously met. Wherever possible the Extended Operations Test start date should coincide with the beginning of the month so that monthly reporting functions contain complete data and hence can be more easily evaluated.

During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes loss of data, instability of the system, and/or corruption of the transactional data or database, the Contractor shall immediately correct the problem. If during the thirty (30) day period the system fails to meet any one of the specified performance criteria (as documented in the approved Contractor-provided Testing Plan and Design Definition Document), the test shall be halted and the Contractor shall take any required corrective actions. The Contractor shall submit a report to the City project manager detailing the root cause of the failure, the corrective actions taken, and further actions taken to avoid any reoccurrence of this type of failure. When the City project manager is satisfied with the Contractor's documentation the test shall be restarted (at day one) or continued (at the last completed day). This determination to restart or continue the test will be based on the nature of the failure and shall be at the sole discretion of the City's project manager. The restart or continuation will occur on a date jointly agreed upon by the City's project manager and Contractor.

Testing shall continue in a similar fashion until a thirty (30) day period of stable operation is achieved. Stability is defined as the proper functioning of the System with a failure having no impact on the continued system operation, nor integrity of transactional data. The Contractor shall be solely responsible for any additional costs incurred as a result of retest or restart actions for whatever period of time is required until testing is successfully completed.

Should the Contractor fail to complete the Extended Operations Test as specified above within forty five (45) continuous days from start date, Liquidated Damages of $500.00 per day will be imposed for each day the delay occurs at the sole discretion of City's project manager.

For the designated test period where the System has met the requirements for successful completion of the Extended Operations Test the Contractor shall perform a minimum of three (3) audits of all transactions and system functions performed to ensure each one is being properly identified, processed, reported and accounted for within the System. Thirty days before the last Facility Test, the Contractor shall produce and submit procedures to perform the transactional audit. These procedures shall be subject to the approval of the City project manager. The City project manager shall oversee the procedures and progress of the Contractor during the transactional audits and may, at his or her sole discretion and at no cost to the Contractor, engage an independent third party to validate the Contractor's audit results. Only when the entire System successfully completes the Extended Operations Test and complies with all audit requirements will the Contractor be eligible to apply for Final Acceptance. Final Acceptance shall be approved when all work is satisfactorily completed in accordance with the contract documents including, but not limited to:

a) all systems having been tested and approved by City
b) all required instructions, training sessions have been provided by Contractor
c) all as-built drawings, project record documents, operations and maintenance manuals and deliverables have been received and approved by City

d) all punch list work and deficiencies listed with Certificate of Substantial Completion has been completed in accordance with contract documents and approved by City
e) all damage caused by installation or use of facilities shall be cleaned, repaired and restored to "like" condition at time of initial Contractor's occupancy
f) all final cleaning and removal of waste, rubbish and construction equipment has been completed
g) generally all work except for contractor maintenance has been completed to satisfaction of City and inspected.

M2. Failure Definitions

For the purposes of the testing procedures outlined above failures shall be categorized into two (3) different categories, A, B and C failure (definition of the categories will be described further in the testing plan document); those being minor and major failures.
A minor failure (B and C failure) shall be defined as a failure of a single component, device or subsystem that does not affect the operation of a particular facility or the parking operation as a whole, has no customer service or revenue control impact, and can be easily and promptly corrected by the Contractor. The effect of such minor failures on the various tests outlined above shall be dependent on the agreed upon testing procedures for the particular test, as outlined in the approved Contractor-provided Testing Plan and Design Definition document.

A major failure (A failure) shall be defined as a failure that adversely impacts revenue control or customer service. Major failures shall always result in a restart of the particular test being conducted. Total System or subsystem failures would be clearly categorized as major. Other failures may be categorized as minor or major depending on their impact on the operation. For example, a gate stuck in the 'up' position at entry that is promptly reset without loss of positive revenue control can be seen as minor. However, one or more gates stuck in the 'up' position or that cannot be readily reset (especially at exit) could have significant revenue or customer service impact, hence making the event a major failure. The City project manager shall have sole discretion to determine which failures are major or minor within the framework of the agreed upon Testing Plan element for the particular test being conducted.

M3. Testing Documentation

The Contractor shall be responsible for ensuring that all documentation including engineering drawings, manuals, test procedures, testing results, and operational procedures for the "as installed" and "as tested" system are correct and complete. All documentation shall be submitted both in written and electronic format and shall include any associated warranty documents and operating manuals for all installed components.

The Contractor shall apply rigorous quality control processes to all documentation and provide written evidence of these actions along with all submittals. At a minimum, the Contractor shall document the name, title and signature of the individual conducting quality control reviews. All testing documentation shall be maintained and presented in a manner that is acceptable to the City project manager and that will allow the City to support the maintenance and future expansion of the system.

N. REQUIRED TRAINING AND TRAINING MANUALS

N1. General Training Requirements

The Contractor shall provide user training programs in accordance with the Training Plan and for the benefit of the City and its parking management company. The training programs shall provide designated System users and system maintenance personnel the tools necessary to efficiently operate all applicable functions, modules, components or subsystems of the PARCS.

All training shall be conducted by qualified instructor personnel, fluent in the English language and shall be conducted in a manner that does not adversely impact on-going parking operations. All training sessions for end users shall be recorded (audio and video feeds recorded video tape or

other media) for the sole use of the City and its agents. The Contractor shall provide full disclosure and secure proper releases from class participants prior to conducting any recording.

The Contractor shall provide two complete sets of such recordings to the City project manager. All rights of ownership to the recordings and all associated training materials of documentation provided by the Contractor under the requirements of this section will become the exclusive property of the City. The recording requirement may not extend to the Supervisory/Auditor/Management or System Administration Training program. Recording of any Technician training shall be at the discretion of the Contractor.

N2. Training Programs

N2.1. Cashier (End User) Training

The Contractor shall conduct a minimum of eight hours (8) hours of on-site training for up to twenty (20) staff members identified by the City. The Contractor shall offer multiple class sessions to accommodate employee schedules and reduce class size. This group shall receive both classroom and practical ("hands-on training") using actual mockups of system devices and demonstration software. This vendor-trained group shall serve as a training cadre for the remainder of the cashier population and will be provided appropriate training aids for this purpose.

N2.2. Supervisory/Auditor/Management Training

The Contractor shall conduct a minimum twenty-four (24) hours of on-site training for up to seven (7)staff members identified by the City. The training curricula shall include all supervisory and audit functions of the hardware and software components, as well as, system monitoring and reporting capabilities.

N2.3. System Administration Training

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to five (5) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N2.4. Technician Training

The Contractor shall be responsible for providing all training necessary to certify City and/or third-party technical personnel to perform all required system maintenance in accordance with the provision in these specifications and as required by the Contractor's system documentation. The content and duration of the technician course shall be determined by the Contractor and approved by the City's project manager. Duly trained and certified technicians shall be capable of performing all required maintenance services without voiding any written or implied warranty. This requirement shall be waived should the City accept the Contractor's maintenance service agreement proposal.

N2.5. Database Administrative Training on S&B System

The Contractor shall conduct a minimum eight (8) hours of on-site training for up to four (4) City information technology professionals. This training shall include in-depth discussions on system's hardware and software architecture and components. The training shall also include a discussion of recommended practices for system and network administration, and the particulars discussed in the associated System Administration Manual. The Contractor shall also have additional periodic technical support training responsibilities as detailed below.

N3. Training Materials

The Contractor shall provide all documentation (including all manuals) required for training City personnel in printed and electronic format (City's project manager to decide format type). Documentation shall be provided for each student in the form of workbooks, lecture notes/overheads, and manuals. All training shall be based on the content of the Contractor-

provided manuals delivered with the System. The City project manager, as part of the Training Plan, shall approve such training materials.

Required training materials shall be submitted in accordance with the provision of the Training Plan and shall be written in Standard English with appropriate photos, diagrams, and schematics to supplement the text. The City shall have the authority to reproduce and distribute training materials as necessary at no additional cost.

N4. Required Manuals

Where manuals for commercially available equipment and/or software are provided, the Contractor shall produce supplemental information to ensure the commercial manuals accurately reflect the deployed System. The System is not considered delivered until documentation is delivered.

The Contractor shall provide the following manuals in the following quantities:

N4.1. Cashier Manual (ten each)

The Contractor shall provide a comprehensive document that details the operation and capabilities of all cashier-operated devices (Cashier Terminals). The manual shall provide detailed instructions on the proper processing all normal and exception transactions. The manual shall be intended as a "how to" document for all cashier-operated devices to include special fee computers and all attended exit lane devices. The document shall also discuss the LPR process and the cashier's role in that process.

N4.2. Supervisor's or Auditor's Manual (six each)

The Contractor shall provide documentation on supervisory and auditing features of the individual hardware components (Cashier Terminals, etc.) and the FMS. Detailed explanations on cashier shift tracking, revenue reporting and FMS report development shall also be included in this manual. Similarly, comprehensive instructions on the accessing, modifying and using of system transaction and management reports (with appropriate graphics and diagrams) shall be included in this manual.

N4.3. System Administration Manual (five each)

The Contractor shall provide comprehensive instructions and procedures required to properly oversee the day-to-day function of all network and computer system components. This manual shall include detailed instructions on all software, special reporting features, field-settable switches or options, workstation and server configuration options, network settings, TCP/IP addressing schemes, data archiving schemes, security schemes, disaster recovery and the use of system-specific diagnostics.

N4.4. Maintenance/Technician Manuals (five sets)

The Contractor shall provide complete documentation on the performance all preventative and corrective maintenance tasks. The documentation shall include part numbers, amounts, and types required for each task. Diagrams (where applicable) will be included to illustrate each step in multi-step processes. Maintenance schedules (preventative maintenance) and troubleshooting guidelines for each component or sub-component shall be included in tabular form. The manual shall also include comprehensive instructions on accessing and using computer-based diagnostic software included with the devices.

O. CONSUMABLES

The Contractor shall provide consumables, such as tickets, that will be required for operations during the testing and acceptance phases of the PARCS, before the PARCS is open to the public.

O1. Tickets and Magnetic-stripe Cards

The City intends to use various ISO-compliant magnetic stripe and or barcode cards and tickets (both initially supplied by Contractor) to facilitate transactions and access control. Magnetic-stripe cards may also be used to uniquely identify users (such as cashiers, technicians and supervisors) of fee computers and exit lane devices. All field devices (lane devices, POFs and fee computer) shall be capable of accepting and processing tickets and magnetic-stripe cards.

Tickets shall be magnetically encoded and printed with the ticket/transaction number, the year, month, date, and times (hour/minute/second) at entry and exit, facility code, lane number, and rate code. Abbreviations are acceptable; time stamps shall be in 24-hour, military time. After a transaction is completed at a POF device, the ticket shall also indicate the lag time available to the patron before additional parking fees become due.

O2. Receipts

The System shall permit modifications, additions, or deletions of the information printed on the patron's receipt. At a minimum, the following information shall be printed (time references shall be made in local military time.)

a) "City of Santa Fe, Parking Division, customer services telephone number, the Parking Office address, and the parking facility's designation
b) The unique exit transaction number
c) The exit and/or entry date and time.
d) The total fee paid
e) Code for the tender type (cash, check, credit/debit card or pre-paid card)
f) If applicable credit/ debit card type (Master Card, Visa, etc.) and last four digits of the card number
g) Exit/entry lane/POF device number
h) Code for the rate structure applied
i) Cashier ID number
j) Thank you. Please come again.

P. SPARE PARTS

All spare equipment and parts shall be newly manufactured within the past six (6) months and never installed in an operational system other than for factory test purposes. All spares shall be identified by functional unit and shall be correctly referenced in spare parts lists. When delivered as directed by the City, an itemized list of manufacturers' part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single-source components shall be identified.

Based upon the maintenance experience during the warranty period, the Contractor shall recommend any changes in spare components that may prove to be appropriate. The recommended consumables list shall be modified to reflect these changes. Where installed modules do not comply with required reliability (per manufacturer specifications), the Contractor shall adjust the spares upward to accommodate the higher failure rate, or replace the units with more reliable units at no additional cost to the City.

The Contractor at a minimum shall supply the following specific spare components as noted below:

- One (1) complete public entry lanes (lane status light, LED sign, entry device, housing, heaters, intercom, etc.)
- One (1) complete public exit lanes, (lane status light, complete exit lane device, patron fee display, ticket bins, LED sign, etc.)
- Ten (10) complete barrier gate mechanisms and arms
- Ten (10) vehicle detection devices

- One (1) Fee Computers
- Five (5) keyboards associated with the fee computers or exit lane device
- Two (2) ticket readers/validators
- Five (5) receipt printers
- One (1) lane controllers (if required)
- Two (2) complete LPR cameras and lenses assemblies (with associated controllers)
- One (1) badge encoding units (if encoding cannot be performed by another device)
- Ten (15) customer validation machines or devices

In addition to the specific items listed above, the Contractor shall provide additional spares based on usage experience. The Contractor shall supply 10% spare components (or a minimum of one) of each replaceable component unless otherwise at least specified above. The Contractor shall provide part numbers, descriptions and supplier information for all spare parts in the System Definition Document to be approved by the City project manager. The System shall not be considered ready for system acceptance testing until all spare components parts are delivered. . The Contractor will set up, at no cost to the City, one complete set of spare Entry Lane equipment and one complete set of Exit Lane equipment as a fully functional, stand-alone Test Bed site in the Technical Room provided for this application by the City out of the equipment provided in the spare part package.

Q. TECHNICAL SUPPORT AND MAINTENANCE REQUIREMENTS

Q1. System Technical Support

The Contractor shall commit to continue providing technical support services for all components of the System for a period of fifteen (15) years after all warranty periods expire. This requirement shall include, but is not limited to items such as spares, software and component upgrades, as well as telephonic and on-site maintenance support services. The Contractor shall also warrant that adequate in-house field service staff and phone support are available from a location in the Continental United States. The Contractor shall confirm this commitment in writing in a format acceptable to the City project manager prior to initiating any work activities. In addition, a support letter shall be provided from the manufacturer of any third-party components committing that firm to provide these technical support services should the contractor withdraw from the parking business.

As part of the Contractor's technical support commitment the Contractor also shall provide a qualified software and report development professional for no less than thirty (30) days during the system commissioning of the initial project phase at no cost to the City. In addition, the Contractor shall provide quarterly technical and operational training classes (no less than 24 hours in duration) at City designated facilities in addition to the specified training during the warranty year and subsequent maintenance agreement years.

Q2. Maintenance Support

The Contractor shall provide written documentation (in a format acceptable to the City project manager) guaranteeing that the Contractor will provide the City, at City's sole discretion, on-site, dedicated, full-annual extended warranty and maintenance services at a reasonable, negotiated maximum annual cost to the City. This includes maintenance service for all equipment and software and includes, but is not limited to, spare parts, materials, labor, software, testing equipment, tools, etc. necessary to fully support the System. Full maintenance, if decided by the City, shall be available eight (8) continuous (lunch break excepted) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year (366 days for leap years). The response times stated below shall be maintained at all times.

In addition, the Contractor shall submit a proposal to provide on-site maintenance services under contract to the City as required in the Maintenance Plan discussed above. This maintenance support shall be the same preventive, routine, and emergency services as described below. The Contractor shall provide the City annual guaranteed maximum prices for provision of forty (40)

hours of on-site maintenance support services per week for three years after the required expiration of the standard warranty under a continuing maintenance agreement.

The Contractor shall also be committed to providing services for an additional three (3) one-year option periods after the initial term at the City's option and at negotiated prices. The City shall determine the hours of coverage and would require the technician to be on-call during all off-peak periods. Should the City accept the Contractor's proposal there shall be no maintenance charges during the term of the warranty period for non-warranty parts or labor.

Should the City choose not to accept the maintenance proposal or not renew the maintenance agreement the Contractor shall agree to provide training and certification for up to six (6) technicians identified by the City. Should the training be required prior to final acceptance of the system, the training will be provided at no additional cost to the City as provided for in the training requirements above. If the training is required after the end of an agreed-upon maintenance support agreement, the Contractor shall be entitled to a reasonable negotiated fee for this service.

The Contractor shall provide all *preventative*, *routine*, and *emergency* maintenance services. Qualified, authorized representatives of the Contractor shall perform diagnosis and repair. If so requested, the Contractor shall provide written documentation of technician certification. Preventative maintenance services shall be provided in accordance with the provisions of a Contractor's maintenance manual for each component or subsystem of the System. Preventative maintenance services shall include but are not limited to inspection, testing, necessary adjustment, lubrication, cleaning, and software/firmware updates. Routine maintenance services shall include scheduled overhauls as recommended by the equipment and software manufacturer. Emergency services shall include inspections and necessary tests to determine the causes of significant equipment or software malfunction or failure. The emergency services shall also include the furnishing and installation of components, parts, or software changes required to replace malfunctioning system elements.

Q2.1. Preventative Maintenance Schedule

The Contractor shall submit to the City a schedule of preventative maintenance services and corresponding task sheets (as part of the Maintenance Plan). All such maintenance shall be performed during off-peak periods. The Contractor shall coordinate with the City and the parking management company to establish appropriate off-peak lane-activity periods. The City and the parking management company shall make a reasonable attempt to accommodate the need to conduct preventative maintenance according to the required schedule. The Contractor's staff shall also be provided access to the Facility Management Software to aid in determining appropriate times for servicing devices.

Q2.2. Response Times

Failure solely attributable to the Contractor to complete corrective action in a timely manner shall result in the imposition of liquidated damages by the City as negotiated by the two parties. The Contractor shall be responsible for repair to the component level of replaceable, functional modules. The Contractor shall provide adequate spare modules and repair turn around to assure that spare modules are available on site to accommodate repair of a failure to a 99% confidence level. All necessary steps shall be made to achieve the least amount of time that a component is inoperable.

Guaranteed response times shall be established by contract and shall be dependent upon the criticality and location of the malfunctioning component. The City shall expect that response time to most calls for service shall not exceed two (2) hours.

Failure to complete corrective action within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Services to remedy non-parking equipment component(s) (e.g., workstations, printers) malfunction shall be started following the Contractor's receipt of a malfunction notice from the City. Repairs are to be made within one business day of notification.

The Contractor shall acknowledge notification of the problem, error, or fault within 30 minutes during the installation phase. For the warranty and extended maintenance agreements, factory trained technicians shall be locally-accessible and during normal business hours shall have the same requirement. Failure of the contractor to take remedial action/s within the specified time frame listed in item Q2.2. Response Times will result in the imposition of Liquidated Damages of $250 for every hour of delay beyond the specified time frame.

Q2.3. Maintenance Documentation

The Contractor shall maintain a written or electronic Maintenance Log of all preventative maintenance and corrective/repair services performed during the warranty period and any subsequent maintenance agreement. The Log shall be organized in manner that allows technician personnel to readily identify chronic or recurring service problems by component or lane. The Log shall include entries for any upgrades performed on any component so any unforeseen negative effects may be quickly isolated and reported.

The Log shall be in a format approved by the City project manager and shall be available for inspection by the City at any time. The Maintenance Log shall be turned over to the City at the end of the warranty period or maintenance agreement. The Contractor shall also submit monthly maintenance reports (in a format approved by the City project manager) based on the content of the Maintenance Log. Such reports shall include a discussion of equipment availability and serviceability data over time (trend analysis).

R. WARRANTY REQUIREMENTS

The Contractor shall provide a full warranty on all installed components, materials and workmanship for a period of twenty-four (24) months from the date the specific phase or device has been finally accepted (to be approved by the individual site acceptance test SAT) by the City. Such warranty requirement shall not apply to third-party software which may have warranty periods shorter or longer than the installation period. All warranty information and documentation for each type of installed hardware, software or other system component become the property of the City and shall be delivered to the City upon final acceptance of the entire project.

Warranty work shall be provided at no cost to the City in a timely manner (as defined herein). Costs (time and material) for repair or replacement of parts or components damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by the City or the using public are excluded from these warranty provisions.

During the warranty period, the Contractor's personnel or factory-certified technicians shall perform preventative maintenance, routine maintenance and repair with new material, or replace at no charge, any defective product. The Contractor's personnel or factory-certified technicians shall either perform the work on site, or the Contractor shall accept all costs associated with removal, shipping and handling. Technical support from factory-certified personnel shall be available from the Contractor within four hours of the time the service call is first placed. During the warranty period, updates and corrections to all equipment firmware and software shall be provided to the City at no additional charge.

Should the City elect to perform maintenance on components it has accepted, it may do so without voiding any portion of the device's warranty, provided that maintenance is performed by duly trained and certified technicians. Such maintenance shall normally only be performed in emergency situations where maintenance of positive revenue control is at issue, after the City has notified or attempted to notify the Contractor of the problem, and only if the Contractor's response time to address the problem is deemed inappropriate or unreasonable (at the City's sole discretion).

Performance of warranty repairs by the City or its agents will in no way relieve the Contractor of any legal responsibility to provide service or appropriately compensate the City for time and materials expended in this effort. The parties may negotiate an agreement whereby all warranty services may be conducted by duly certified technicians employed directly or indirectly by the City. If however the City elects to retain the Contractor to provide PARCS maintenance services for accepted portions of the PARCS, as provided for in Section Q Technical Support and Maintenance Requirements. , the Contractor shall separately account for all time and materials expended in conducting warranty repairs.

The Contractor shall provide a toll-free telephone number for warranty and maintenance service (hardware and software.) This toll-free telephone shall serve as a "hotline" to the Contractor for all hardware and software maintenance issues. The hotline will be the single point of contact between the City and the Contractor for maintenance support for all elements of the System to include third-party elements. The Contractor shall be responsible for 24/7 support via the hotline.

3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List, or any other vendor. Scripted demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place for those vendors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration and potentially a separate room for questions and answers.

Vendors who are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the vendor.

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

3.2 Evaluation Criteria

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria through all stages of the evaluation process (e.g., review of written proposals, vendor demonstrations, reference checks, etc.).

Table 08: Evaluation Criteria

Criteria	Description	Maximum Score
Functional*	This criterion considers the ability of the proposed hardware and software to meet the City's functionality needs. This includes the ability to meet all of the requirements specified in Sections F, G, H, I, J and K for the functional areas that are proposed as well as the ability for the proposed solution to integrate with the City's system environment.	35
Technical*	This criterion considers the ability of the proposed hardware and software to align with the City's preferred technical specifications and interface requirements specified in Section Q. This criterion will also consider the level of integration among proposed system modules.	10

Approach*	This criterion considers the Proposer's understanding of the scope of work (Section C) and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Proposer's approach to training and support (Sections N and Q).	10
Experience*	This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response and as learned from references.	15
Cost	Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	30

**Final scoring for these criteria may be adjusted for Short Listed Vendors based on the results of the demonstrations, reference calls, site visits, or supplemental information requests.*

The City intends to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the City's budget planning.

3.3 Best and Final Offer/Request for Clarification

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Notice of Intent Award

After the completion of contract negotiations, the City may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award.

Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.

3.5 Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the vendor are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

3.6 Contracting Ethics

1. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Committees, Commissions, and Council person, or by City Policy, for any City employee, or Committees, Commissions, and Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

2. The Vendor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

3. The Vendor shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

3.7 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the City of Santa Fe.

The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City further reserves the right to award all, part, or none of the components/functional areas included in this RFP or a Proposer's proposal. In addition, the City reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

4.0 Submittal Response Format

4.1 General Instructions

It will be the sole responsibility of the Proposer to submit its Proposal to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Proposer.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The following instructions must be followed by Proposers submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Introduction and Background. The Proposal deadline is July 31, 2018 at 2:00 p.m. Mountain Time. Proposals received at the City after this deadline will not be accepted and will be returned to Proposer. Late qualifications will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

2. Proposers shall submit seven (7) hard copies of the Technical Proposal and seven (7) hard copies of the Cost Proposal under separate covers to the City at the address contained in Table 09. One (1) hard copy of the Technical Proposal and one (1) hard copy of the Cost Proposal should be clearly marked as the "Original," and the remaining copies should be clearly marked "Copy".

3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.

4. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the City along with hard copy Proposals. All attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.

5. Proposers shall submit one (1) electronic version of the Technical Proposal and one (1) electronic version of the Cost Proposal on separate CDs to the address in Table 09. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format. Determination of meeting the submission deadline is independent of the City receiving the electronic version.

6. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.

7. The mailing addresses for Proposals is contained in the following table.

Table 09: Proposal Mailing Addresses

City Mailing Address
Attn: Shirley Rodriguez City of Santa Fe Building "H" 2651 Siringo Road Santa Fe, New Mexico, 87505

8. The following table contains the organization guidelines for Proposal responses.

Table 10: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	System and Application Architecture	4.4
Tab 4	Implementation Methodology	4.5
Tab 5	Company Background and History	4.6
Tab 6	Key Proposed Personnel and Team Organization	4.7
Tab 7	Project Roles and Responsibilities	4.8
Tab 8	Project Schedule	4.9
Tab 9	Functional and Technical Requirements/Capabilities Response	4.10
Tab 10	Data Conversion Plan	4.11
Tab 11	Software Hosting	4.12
Tab 12	Testing and Quality Assurance Plan	4.13
Tab 13	Training Plan	4.14
Tab 14	Ownership of Deliverables	4.15
Tab 15	Sub-Contracting	4.16
Tab 16	References	4.17
Tab 17	Site Visit References	4.18
Tab 18	Response to Narrative Questions	4.19
Tab 19	Exceptions to Terms and Conditions	4.20
Tab 20	Attachments: Required Forms	4.21
Separate Cover	Price Proposal	4.22

4.2 Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

The Transmittal Letter must provide the Proposer's primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Proposer's letterhead.

A signature on the Transmittal Letter hereby provides the City acknowledgement and acceptance of the "Conditions" and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, a Proposer shall be deemed to have

accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

4.3 Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements/Capabilities contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements/Capabilities in Attachment B.

Proposers shall clearly indicate the licensing model, (named, concurrent, site) and whether this model varies based on the deployment method (locally hosted, vendor hosted, subscription based).

Proposers should clearly identify any modules or functionality that is being proposed as complementary or is otherwise optional. Likewise, Proposers should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP by completing Attachment J Proposed Functional Areas. If a functional area listed is not being proposed, Proposers shall indicate so with "Not Proposed" and shall list any software solutions the Proposer has relationships or partnerships with and/or any software solutions the Proposer has successfully integrated with in the past.

Marketing materials should not be submitted on the proposed functionality.

4.4 System and Application Architecture

The third tab of the Proposal shall include a description of the proposed system and application architecture.

The Proposer shall include responses to the following questions, in addition to any other information that may be relevant and useful to the City.

a. Describe the design philosophy of your application. Include in your response the degree to which there is a common design philosophy across all modules, common programming languages and tools, and the extent of shared software code across all applications (e.g., the code to generate an address label or perform system rounding should be the same code for that function in all components of the application).
b. List all hardware/operating system/database platforms upon which the product is supported. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist the City in budgeting for and acquiring hardware. Indicate whether each configuration is in production at a City or County close in size to the City. List which industry standard benchmarks or guidelines measures are used to establish this recommendation.
c. Describe what virtual server environments the proposed solution can be used on.
d. Discuss how many environments are available with your proposed solution at no additional cost (i.e. test, training, production)?
e. List all desktop operating systems that are simultaneously supported on a single installation/version of the application. Indicate hardware/operating system platform if that is a consideration for support.
f. Describe how often major and minor software updates are provided, as well as the level of City resources required for a major update, and the level of resources required for a minor update.
g. The underlying architecture of the application design is important to the City. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.

h. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades and replacements of components of the architecture, technology, and application.
i. List the special access capabilities for which you provide the customer the ability to augment your solution. These might include touch screen, imaging, voice response, computer integrated telephony, wireless, etc.
j. What is the source language(s) of the product?
k. Is the source code available and, if so, under what conditions/terms?
l. What is ability to support industry standards in areas such as communication protocols, security, EDI, object technology, user interfaces, etc. Please comment on any area where you do not support industry standards.
m. Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software are installed.
n. List all browsers that are certified for use with the application, and describe any required browser add-ons, function enablement, etc.
o. What technology does the Proposer's relational database management system (RDMS) use to ensure integrity and completion of all transactions? Two-phase commit is one such technology.
p. Please describe the major/minor upgrade process that is required if the solution requires a client based installation.

4.5 Implementation Methodology

The fourth tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

Proposers shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

If the Proposer is proposing a traditional City-hosted model, and a vendor-hosted and/or a subscription based solution, a detailed narrative description of how the implementation approach will vary between the deployment methods should be included.

Proposers should also include a sample Project Plan which details the implementation schedule and approach as part of the fourth tab.

As part of the implementation methodology and approach, Proposers shall describe additional services and associated costs that are offered for business process reengineering, change management, and analysis. This should include general approaches to business process analysis and redesign, and specifically as it relates to the human resources, payroll, and time entry functions. The City anticipates that significant process redesign will be required as part of the configuration and implementation of software functionality to support related time entry and payroll processes.

This tab may also include samples of the following:

1. Software Customization Plan (Additional information provided in Section 2.8)
2. System Interface Plan (Additional information in Section 2.7)
3. Data Conversion Plan (Additional information in Section 2.6)
4. Testing and Quality Assurance Plan (Additional information in Section 2.9)
5. Pre- and Post-Implementation Support Plan (Additional information in Section 2.10)
6. Training Plan (Additional information in Section 2.6)
7. System Documentation (Additional information in Section 2.11)
8. Risk Register (Additional information in Section 2.12)
9. Organizational Change Management (Additional information in Section 2.6)

4.6 Company Background and History

The fifth tab of the Proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Project Scope. A completed response to Attachment I Company Background and History Form should be completed and included in the response in the fifth tab of the Proposal.

If a partnership with third-party companies is a part of a Proposal, the company background and history form included as Attachment I shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

4.7 Key Proposed Personnel and Team Organization

The sixth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The City is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the Vendor, or on the Vendor's behalf.

4.8 Project Roles and Responsibilities

The seventh tab of the Proposal should include the proposed resource levels for the City Implementation Project Team and Selected Vendor Project Teams.

Proposers shall provide resource hour estimates by system module for each of the project activities. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope. Any assumptions related to the number of City Implementation Project Team staff used in the development of the resource hour estimates should be included.

4.9 Project Schedule

The City has determined that implementation will take a phased approach (as opposed to a "big-bang" cutover). As part of the eighth tab of the proposal, vendors shall include a proposed project schedule, including their recommended phased implementation plan and a description of the anticipated implementation timelines and assumptions. The proposed Project schedule should also include major milestones, activities, and timing of deliverables. The Project schedule shall be in a Gantt chart format developed in Microsoft Project. The response should factor in the City's phasing and timelines as presented in Table 04 of this RFP.

4.10 Functional and Technical Requirements/Capabilities Response

The ninth tab of the Proposal should include the proposed capability to provide the City's requirements as defined in Functional and Technical Requirements/Capabilities.

When providing responses to the requirements, Proposers shall use the response indicators contained in the following table.

Table 11: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from vendors in accordance with agreed upon configuration planning with the City.
F	Feature/Function will be available in a future software release available to the City by June 30, 2019 at which point it will be implemented in accordance with agreed upon configuration planning with the City.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.
N	Feature/Function cannot be provided.

If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Proposer shall indicate the cost of such a modification. If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Proposer shall identify this third-party system and include a cost Proposal to secure this system.

4.11 Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan as applicable that will ensure the City's desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the Selected Vendor, organized by module.

4.12 Software Hosting

The eleventh tab of the Proposal shall include a full description of the Proposer's technical and operational capabilities for software hosting. The City has a preference toward a vendor hosted model, yet is willing to consider proposals for both City and vendor hosted deployment models as well as subscription based models.

The Proposer shall include the following information in addition to this description:

1. Where are the data center and storage facilities?
2. Total number of active clients currently served by hosted solutions provided by your company.
3. How many years has your company provided hosted solutions?
4. How are hosted software applications deployed for use by numerous customers?

5. What availability and response time do you guarantee?
6. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
7. What is your process for notification of standard maintenance and down-time?
8. Please describe the industry data center standards, e.g. ISO 27001, that your company complies with and your compliance history and performance over the past 5 years.

The Proposer shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities.

4.13 Testing and Quality Assurance Plan

The twelfth tab of the Proposal should include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Proposer's standard approach for achieving quality assurance.

4.14 Training Plan

The thirteenth tab of the Proposal should include the proposed Training Plan and approach. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed. The tab should also include responses to the following questions:

1. What provision does the Offeror have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator.

2. What provision does the Offeror make for training the typical system user training to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.

3. What provision does the Offeror make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?

4. What provision does the Offeror make to provide technical training to City IT staff, as necessary? Please address how the Offeror will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.

5. Describe what training facility configuration and equipment requirements are sufficient to deliver the training being proposed.

6. Does the Offeror have the ability to provide web-based training? Please provide details related to web-based training offerings.

7. What provision will the Offeror make for having a system environment available for training exercises, and when? What data (live, sample, etc.) will be used for training City staff on the use of the system?

4.15 Ownership of Deliverables

As part of the fourteenth tab, Proposals should identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 7 should be appropriate based on the roles identified for each Project deliverable.

Table 12: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.

Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of Project deliverables should be included in the Proposer's Proposal is included in Attachment E, Ownership of Deliverables.

4.16 Sub-Contracting

The fifteenth tab of the Proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor and
9. Any additional relevant information

4.17 References

The sixteenth tab of the Proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) City/municipal government clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. The City requests that three (3) references shall be from City/municipal governments that have been live with the current software version for a minimum of two (2) years, and two (2) references that have been live with the current software version for less than one (1) year.

In the event the Proposer cannot provide the required five references, Proposer may substitute other organizations to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that utilized the same Project manager as will be recommended for this Project, and the same scope of functional areas. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the Proposer's references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the Proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the Proposer. The Proposer should describe why the client left, and what steps the Proposer has taken to correct the issues that resulted in the client's departure.
Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.18 Site Visit References

The seventeenth tab of the Proposal should include the contact information for three (3) similarly-sized

City/municipal governments with which the City may conduct site visits.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.

4.19 Response to Narrative Questions

The eighteenth tab of the Proposal should include the Proposer's response to the following narrative questions. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of Project management responsibilities between the City and the Selected Vendor.
4. Based on current client obligations, what is the earliest you can begin implementation after contract signing, and what activities would the Proposer expect to occur within the first 60 days of contract signing?
5. What other system modules or products would the Proposer recommend to be complementary to the Project Scope as described in Section 2.0?
6. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
7. What is the name and current release number of the product(s) being proposed?
8. When will the next release be available (both major and minor releases)?
9. How often are releases provided, and what is the process to test each release? Would the City be able to test releases in a test environment prior to pushing updates to a live environment? Does the system have the ability to roll back updates should challenges or bugs be encountered?
10. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
11. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
12. What other applications will the product being proposed integrate with or have integrated with in the past?
13. What sets your firm's product being proposed apart from your firm's competitors?
14. What is your approach for integrating with financial systems? The City is currently evaluating replacement financial systems and is considering integration options, including but not limited to performing community development related cashiering functions in the future financial system.

4.20 Exceptions to RFP Requirements and Conditions and Terms and Conditions

The nineteenth tab of the Proposal should include any exception the Proposer takes to either the requirements and conditions of this RFP or the terms and conditions in the City of Santa Fe Information Technology Agreement (Attachment M). The Proposer will describe exceptions and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.21 Attachments: Required Forms

The twentieth tab of the Proposal should include the following Forms and Attachments:

See MS Word document "City of Santa Fe CD RFP - Forms.docx"

1. Attachment A – Vendor Reference Form
2. Attachment E – Ownership of Deliverables
3. Attachment F – Receipt of Addenda Form
4. Attachment G – Statement of Non-Collusion Form
5. Attachment H – Responsibility of Data Conversion Activities
6. Attachment I – Company Background and History Form
7. Attachment J – Proposed Software Modules Form
8. Attachment K – Local Preference Certification Form
9. Attachment L – City of Santa Fe Ordinance No. 2003-8
10. Attachment M – City of Santa Fe Information Technology Agreement

The above eight forms should be provided in MS Word.

4.22 Price Proposal

The Contractor's compensation for all systems and services set forth in this Scope of Work, including changes and modifications to the system over time is to be included in the per-Citation fee in the Cost Proposal.

The Proposer's Price Proposal should be provided under separate cover from all tabs of the Proposer's Technical Proposal. The Price Proposal shall consist of:

1. Proposals shall provide a detailed breakdown of all Proposed PARCS components and associated proposed pricing for each component; including but not limited to required hardware, software and all accessories which are required for a fully functional PARCS as defined in the Technical Specifications of the PARCS RFP. All proposed pricing is subject to final negotiations upon selection of the PARCS provider but prior to finalization of the contract.

5.0 Special Conditions

5.1 Procurement Type

The resulting contract from this RFP shall be a not-to-exceed based contract. The initial contract price will be based on prices submitted by the Selected Vendor, subject to contract negotiations with the City, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The City must be notified in a timely manner of all proposed price increases. Refer to Article 3(B) of Attachment M for payment terms and conditions.

5.2 Variation in Scope of Work

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the City or if such variation has been caused by documented conditions beyond the Offeror's control, and then only to the extent, as specified elsewhere in the contract documents.

5.3 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City Council's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.4 Cancellation of Request for Proposal

The City reserves the right to cancel all or any part of this order, in this case the Request for Proposals, without cost to the City if the Offeror fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Offeror liable for any excess cost occasioned by the City due to the Offeror's default. The Offeror shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Offeror and these causes have been made known to the City of Santa Fe in written form within five working days of the Offeror becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the City shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule. The rights and remedies of the City are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

5.5 Pricing Structures

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.

1. Software Licensing Cost

   Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

   - Explain all factors that could affect licensing fees;
   - Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
   - Indicate which product versions, operating platform(s), are included for each price;

- Indicate whether a product is for "server" or "client," as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution.

The City expects a milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

Vendors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as "not to exceed" estimates and the City will be charged for services as incurred.

Costs for the proposed solution should be submitted as follows:

- The City will not consider time and materials pricing. Proposers shall provide not to exceed base pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "Not Proposed;" and,
- Proposer shall make clear the basis of calculation for all fees.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with a module (i.e. code enforcement) will be paid upon City acceptance of the project phase associated with the module. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software and hardware maintenance costs will not increase in the first five years upon live operation.

5.6 Invoicing

The Offeror's invoice shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

Invoices must be submitted to City of Santa Fe, Parking Division, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 and NOT THE CITY'S PURCHASING AGENT.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The price shall include all taxes applicable. The City is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process. Refer to Article 11 of Attachment M for warranty terms and conditions.

5.12 Insurance Requirements

Proposer shall, at Proposer's expense, secure and maintain in effect throughout the duration of the contract, insurance of the following kinds and limits set forth in this Section 5. The Proposer shall furnish a certificate of insurance to the City before starting work or within ten (10) days after the notice of award of the contract, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of New Mexico and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the City, its officers, employees, attorneys and volunteers as set forth in this Agreement.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

a.	General Aggregate	$2,000,000.00
b.	Each Occurrence	$1,000,000.00
c.	Personal Injury	$1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.

B. Professional Liability:

i. Per Claim/Aggregate $2,000,000.00

ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of this Agreement to the extent same are covered.

C. Workers' Compensation:

i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of New Mexico, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this Agreement are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

a. Combined Single Limit $1,000,000.00

E. Umbrella:

i. Limits:

a. Each Occurrence/Aggregate $2,000,000.00

F. The City, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees agents as herein provided.

5.13 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.14 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the State of New Mexico and is licensed to conduct business in the State of New Mexico;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.15 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.16 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The City may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.17 Alternate Proposals

Alternate PARCS Proposals will not be accepted.

5.18 Subcontractor Information

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor
2. Complete address of the subcontractor
3. Type of work the subcontractor will be performing
4. Percentage of work the subcontractor will be providing
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of New Mexico business license
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Project Manager or contract administrator designated by the City.

5.19 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Point of Contact identified in Table 02 or the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.20 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.21 Contract Negotiation

After final evaluation, the City may negotiate with the Offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, the City anticipates conducting negotiations remotely through electronic communications and teleconferences, beginning on a date and time to be determined.

If contract negotiations are held in person, they will be held at the City of Santa Fe, Parking Division offices, and the Offeror will be responsible for all costs including its travel and per diem expenses.

5.22 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at is sole discretion, terminate negotiations with any or all proposers.

5.23 Non-Discrimination

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

5.24 Non-Collusion Statement

Proposers shall complete and sign the non-collusion statement and include it with their proposal. In signing this bid or proposal, the Offeror certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

5.25 Standards of Conduct

The City of Santa Fe conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our City.

5.26 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As

a governmental entity, the City is subject to making records available for disclosure pursuant to applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the City.

5.27 Resident, Local, or Veterans Preference

a. Intent and Policy: The City recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The City also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

   With acknowledgment of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

   To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

   Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

   For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico Taxation and Revenue Department.

   All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the state Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

b. Non-Application-Competing In-State Bidders: If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A)(1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Director may seek additional information of proof to verify that the business is a valid New Mexico business. If it is determined by the City Purchasing Director that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

   If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

c. Application for Local Preference: For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

   i. Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the

Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

ii. The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local.

iii. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

iv. An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Attachment K – Local Preference Certification Forms.

v. If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

vi. The local preference or resident business preference is not cumulative with the resident veteran business preference.

d. Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 of the City Procurement Manual are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

e. Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

f. Limitation. No offeror shall receive more than a 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

g. Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

h. Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

5.28 Compliance with City's Minimum Wage Rate Ordinance (Living Wage Ordinance)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached to this RFP as Attachment L. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this Contract.

5.29 Protests and Resolutions Procedures

Any proposer, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

5.30 Assignment

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Offeror, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Offeror from its obligations and liabilities under this order.

5.31 System Transition upon Contract Termination or Expiration

The Contractor agrees that City of Santa Fe will own all data collected and maintained by the system upon termination or expiration of the Contract, and following termination or expiration of the Agreement.

Contract shall provide to City of Santa Fe all data in a readable electronic form determined by agreement of both parties at no cost to the City and within 30 days of request. The Contractor also shall agree to assist the City transition to another Contractor for the same or similar services. Transition costs will be negotiated at the time of termination or expiration of the Agreement.

Forms and Attachments

See MS Word document "RFP – PARCS Forms and Attachments.docx"

Attachment A – Vendor Reference Form

Attachment E – Ownership of Deliverables Form

Attachment F – Receipts of Addenda Form

Attachment G – Statement of Non-Collusion Form

Attachment H – Responsibility of Data Conversion Activities

Attachment I – Company Background and History Form

Attachment J – Proposed Software Modules Form

Attachment K – Local Preference Certification Forms

Attachment L - City of Santa Fe Ordinance No. 2003-8

Attachment M - City of Santa Fe Information Technology Agreement

Attachment A – Vendor Reference Form

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Sections 4.17 and 4.18 of the RFP.

1. General Background

Name of Client:

Number of Employees: Operating Budget:

Address:

Project Manager/Contract: Title:

Phone Number: E-Mail Address:

Summary of Project and Current Status:

2. Project Scope

Please indicate all modules that were implemented as part of the project:

Plan Tracking and Review	☐	Code Enforcement	☐
Permitting	☐	Business Licensing	☐
Inspections	☐	eGovernment and Web Capabilities	☐

3. Project Information

Total Project Budget:

Project Start Date: Project End Date:

Attachment E – Ownership of Deliverables

Vendors shall complete Table E-03 below based on whether the roles identified are supported by the proposed approach and implementation methodology. The roles are defined in Table E-01 and Table E-02 contains the indicators vendors shall use to report their support of the identified roles. Any conflicts shall be noted with a comment. In the event additional deliverables are proposed, vendors shall identify the roles for both the City and Vendor Project Teams.

Table E-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

Table E-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposed supports the prescribed ownership roles with its proposed implementation methodology and approach.
C	Conflict	The proposed has a conflict with the prescribed ownership roles and proposed alternate ownership in its proposed implementation methodology and approach

Table E-03: Ownership of Deliverables

No	Deliverable	Vendor Role	City Role	Vendor Response	Comments
1	Implementation Project Plan	Lead	Assist		
2	System Interface Plan	Lead	Assist		
3	Data Conversion Plan	Lead	Assist		
4	Testing and Quality Assurance Plan	Share	Share		
5	Pre- and Post-Implementation Support Plan	Share	Share		
6	Training Plan	Lead	Participate		
7	System Documentation	Owns	None		
8	Risk Register	Share	Share		

Attachment F – Receipt of Addenda Form

Addendum Acknowledgement RFP

The undersigned acknowledges receipt of the following addendum(s):

Addendum #	Date

I have examined and carefully prepared the submittal documentation in detail before submitting my response to the City of Santa Fe.

Company Name: _____

Authorized Representative: _____
Print

Authorized Representative: _____
Signature

Date: _____

It is the vendor's responsibility to check for addendums, posted on the website at http://www.santafenm.gov/bids_rfps prior to the submittal due date.

If the submittal has already been received by the City of Santa Fe, vendors are required to acknowledge receipt of addendum via email to the RFP Point of Contact prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

Attachment G – Statement of Non-Collusion Form

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

_____
Signed

_____
Print Name

_____
Title

_____
Date

_____
Contractor Name

_____
Address

_____
City / State / Zip Code

_____
Telephone and Fax

Attachment H - Responsibility of Data Conversion Activities

Vendors shall complete Table H-03 below based on whether the roles identified are supported by the proposed data conversion methodology and approach. The roles are defined below. Any conflicts shall be noted with a comment. In the event additional activities are proposed, the Proposers shall identify the roles for both the City and Implementation Vendor Project Teams.

Table H-01: Definition of Roles

Role	Summary
Lead	The party ultimately responsible for the activity.
Assist	The party provides active assistance for the activity.
Participate	The party provides passive assistance for the activity.
Share	Both parties share equal responsibility for the activity
None	The party has no role in the activity.

Table H-02: Summary of Response Indicators

Indicator	Response	Description
S	Supports	The proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach.
C	Conflict	The proposal has a conflict with the prescribed responsibility roles and proposed alternate responsibility in its proposed data conversion methodology and approach

Table H-03: Responsibility of Deliverables

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
1	Conversion Analysis	Lead	Participate		
2	Crosswalk Development	Lead	Participate		
3	Provide Conversion Data	None	Lead		
4	Provide File Layouts/Data Maps of Existing System	None	Lead		
5	Proof Data Provided	Assist	Lead		
6	Analysis of Data to be Converted	Lead	Assist		
7	Developing and Testing Conversions	Lead	None		
8	Review and Correct Errors	Share	Share		
9	Load Converted Data into Training Database	Lead	Participate		
10	Confirmation of Converted Data in Training Database	None	Lead		
11	Approval/Sign-Off of Converted Data in Training Database	None	Lead		

No	Data Conversion Activity	Vendor Role	City Role	Response	Other Comments
12	Load Converted Data into Live Database	Lead	Participate		
13	Confirmation of Converted Data into Live Database	None	Lead		
14	Approval/Sign-Off of Converted Data in Live Database	None	Lead		

Attachment I – Company Background and History Form

Vendors shall complete a Company Background and History Form in accordance with Section 4.6 of the RFP. If a partnership with third-party companies is a part of a Proposal, the company background and history form shall be provided for all third-party companies. It is expected that all of the points shall be addressed for each company involved in a Proposal, prime or third-party.

Table I-01: Company Background and History

Metric	Response
Total number of employees	
Type and number of employees committed to the product and support being proposed	
Office locations	
Total number of active clients	
Total number of active government clients	
Total number of active City government clients	
Total number of New Mexico clients	
Total number of New Mexico City clients	
Total number of completed implementations of the proposed product and version	
Total number of active government clients using the proposed product version	
Total years offering government Community Development Systems	
Largest active government installation including population	
Smallest active government installation including population	
Other products offered by company	

Please provide responses to each of the following narrative questions, or provide the requested information:

1) Please provide any business and development plans for all product and support services proposed in connection with this submission

2) Please provide a breakdown of revenue between new license fees, maintenance, and upgrade charges for last year for the product(s) being proposed, as well as other products offered by the company.

Table I-02: Product Revenue

Product Name	New License Fees ($)	Maintenance ($)	Upgrade Charges ($)

3) Please provide documentation illustrating the company organization and segmentation.

4) Please provide a breakdown of expenses for the last year spent in connection with research and development for the product(s) being proposed, as well as other products offered by the company.

Table I-03 Research and Development Expenses

Product Name	Research Expenses ($)	Development Expenses ($)

Attachment J – Proposed Software Modules Form

Vendors shall complete table J-01 in accordance with Section 4.3 of the RFP. Proposed modules that are required to satisfy the requirements associated with the functional areas identified in Table J-01 cannot be proposed complementary or optional.

Table J-01: Proposed Functional Areas/Modules

No.	Functional Area	Proposed Module(s) To Address Requested Functional Area	Third-party Partnerships and/or Solutions Successfully Integrated* with, in the Past
1	Plan Tracking and Review		
2	Permitting		
3	Inspections		
4	Code Enforcement		
5	Business Licensing		
6	eGovernment and Web Capabilities		

*Successful integration should include only those instances where both the software and the client are in production environments.

Attachment K – Local Preference Certification Forms

Vendors shall complete, if applicable, the Local Preference and Veteran Preference Certification Forms included in this attachment in accordance with Section 5.37 of the RFP.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____

Street Address_____**City**_____**State**_____**Zip Code**

City of Santa Fe Business License #_____**(Attach Copy to this Form) Date**

Principal Office was established:_____**(Established date Must be six months before date of Publication of this RFP or RFB).**

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title:_____**Date:** _____

Subscribed and sworn before me by_____ **this _, day of**

My commission expires _____ _____ **Notary Public**

SEAL

YOU MUST RETURN THIS FORM WITH YOUR OFFER

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this Procurement:

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $3M.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January I and ending on December 31, the following to be true and accurate:

"In conjunction with this Procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a Contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works Contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

_____ _____

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the Procurement involved if the statements are proven to be incorrect.

Attachment L - City of Santa Fe Ordinance No. 2003-8

This Attachment is being provided to Vendors for reference, in accordance with Section 5.38 of the RFP.

CHAPTER XXVIII WAGE REQUIREMENTS

28-1 LIVING WAGE.

28-1.1 Short Title.

This section may be cited as the "Living Wage Ordinance". (Ord. #2002-13, §1)

28-1.2 Legislative Findings.

The governing body of the city has determined that:

A. The public welfare, health, safety and prosperity of Santa Fe require wages and benefits sufficient to ensure a decent and healthy life for workers and their families;

B. Many Santa Fe workers earn wages insufficient to support themselves and their families;

C. Many Santa Fe workers cannot participate in civic life or pursue educational, cultural, and recreational opportunities because they must work such long hours to meet their households' most basic needs;

D. Minimum wage laws promote the general welfare, health, safety and prosperity of Santa Fe by ensuring that workers can better support and care for their families through their own efforts and without financial governmental assistance;

E. The average earnings per job in Santa Fe County is twenty-three percent (23%) below the national average and the cost of living is eighteen percent (18%) higher than the national average;

F. Housing costs in Santa Fe are much higher than in most other parts of New Mexico, and low income workers must therefore spend a disproportionate percentage of their income sheltering themselves and their families;

G. Livable wages also benefit employers and the economy as a whole by improving employee performance, reducing employee turnover, lowering absenteeism, and thereby improving productivity and the quality of the services provided by employees;

H. When businesses do not pay a livable wage, the community bears the cost in the form of increased demand for taxpayer-funded social services including homeless shelters, soup kitchens and healthcare for the uninsured. Coupled with high real estate values, low wages reduce the ability of low- and moderate-income residents to access affordable housing. As

a result, the city has had to invest significant tax dollars to support affordable housing including funding to nonprofit organizations, purchasing land, building infrastructure and waiving fees. In addition, the city has allocated significant tax dollars to operate after school and summer recreation programs and to support nonprofit organizations offering an array of human services and children and youth services, all of which are needed by very low-income residents and their families;

I. It is in the public interest to require certain employers benefiting from city actions and funding, and from the opportunity to do business in the city, to pay employees a minimum wage, a "living wage", adequate to meet the basic needs of living in Santa Fe;

J. According to the 2000 Census, approximately twelve and three-tenths percent (12.3%) of the Santa Fe community lives below the poverty level; and

K. According to the New Mexico department of labor, twenty-three and one-half percent (23.5%) of Santa Feans who are employed in the nongovernmental sector earn hourly wages of ten dollars and fifty cents ($10.50) per hour or less.

L. The governing body has reviewed the impact of previous minimum wage increases, relevant studies and other appropriate data, and finds that the city's minimum wage should be upwardly adjusted each year to keep pace with increases in the cost of living.

M. The governing body has found that limiting coverage of the minimum wage just to businesses with twenty-five (25) or more employees has hindered compliance and has created an uneven playing field among local businesses.
(Ord. #2002-13, §2; Ord. #2003-8, §1; Ord. #2007-43, §1)

28-1.3 Authority of the City of Santa Fe.

This Living Wage Ordinance is adopted pursuant to the general welfare and police powers conferred upon the city of Santa Fe by §3-17-1 et seq. and §3-18-1 et seq. NMSA 1978, pursuant to the powers conferred upon the city of Santa Fe by New Mexico Constitution, Article X §§6(D) and 6
(E) and the Municipal Charter Act §3-15-1 et seq. NMSA 1978, which have been exercised by the city's adoption of its "Santa Fe Municipal Charter". (Ord. #2002-13, §3; Ord. #2003-8, §2)

28-1.4 Purpose.

The purposes of this section are:

A. To have the city of Santa Fe set an example for the public and private sectors by paying its employees a minimum wage adequate to meet the basic needs of living in Santa Fe.

B. To raise the income of low-income employees of employers who contract with the city, receive grants, subsidies or other benefits from the city or benefit from the opportunity to

do business in Santa Fe.
(Ord. #2002-13, §4; Ord. #2003-8, §3)

28-1.5 Minimum Wage Payment Requirements.

A. The following shall pay the minimum wage:

(1) The city of Santa Fe to all full-time permanent workers employed by the city. However, the provisions of this section are expressly limited by and subject to future union negotiations in compliance with the Fair Labor Standards Act and subsequent appropriations by the governing body in compliance with the Bateman Act;

(2) Contractors for the city, that have a contract requiring the performance of a service including construction services but excluding purchases of goods, shall pay the minimum wage to their workers and subcontractors performing work under the contract if the total contract amount with the city is, or by way of amendment becomes, equal to or greater than thirty thousand dollars ($30,000.); and

(3) Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000.) to those employed by such entity for the duration of the city grant or subsidy; and

(4) Businesses required to have a business license or business registration from the city of Santa Fe and nonprofit organizations shall pay the minimum wage to their workers for all hours worked within the city of Santa Fe that month. For purposes of this paragraph, worker shall not include any person who is related by blood or by marriage to any person who may have or possess any ownership interest in the business that employs them. For purposes of identifying persons entitled to be paid the minimum wage, all individuals employed by or providing work to the business for compensation, whether on a part-time, full-time or temporary basis, during a given month shall be counted as a worker. This definition shall include contingent or contracted workers, and persons made available to work through the services of a temporary service, staffing or employment agency or similar entity. However, interns working for a business for academic credit in connection with a course of study at an accredited school, college or university or persons working for an accredited school, college or university while also attending that school, college or university, or persons working for a business in connection with a court-ordered community service program such as teen court or workers who are in an apprenticeship program in a 501C(3) organization (such as the Santa Fe Opera) shall not be counted as a worker for such purposes.

B. Beginning January 1, 2004, the minimum wage shall be an hourly rate of eight dollars and fifty cents ($8.50). In computing the wage paid for purposes of determining compliance with the minimum wage, the value of health benefits and childcare shall be considered as

an element of wages. On January 1, 2006, the minimum wage shall be increased to an hourly rate of nine dollars and fifty cents ($9.50). Beginning January 1, 2009, and each year therafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.

C. For workers who customarily receive more than one hundred dollars ($100.) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

D. Nonprofit organizations whose primary source of funds is from Medicaid waivers are exempt.

E. Staff shall contract for a study or studies to review the impact of changes made to the Living Wage Ordinance approved as Ordinance No. 2007-43 on businesses of less than ten employees and on the student drop-out rate. The study shall be presented to the governing body no later than July 1, 2009.
(Ord. No. 2002-13, §5; Ord. #2003-8, §4; Ord. #2005-40; Ord. #2007-43, §2)

28-1.6 Prohibitions Against Retaliation and Circumvention.

A. It shall be unlawful for any employer or employer's agent or representative to take any action against an individual in retaliation for the exercise of or communication of information regarding rights under this section. This section shall also apply to any individual that mistakenly, but in good faith, alleges noncompliance with this section.

B. Taking adverse action against an individual within sixty (60) days of the individual's assertion of or communication of information regarding rights shall raise a rebuttable presumption of having done so in retaliation for the assertion of rights.

C. It shall be unlawful for any business or employer to intentionally circumvent the requirements of this section by contracting portions of its operation or leasing portions of its property. (Ord. #2002-13, §6; Ord. #2003-8, §5)

28-1.7 Reserved.

Editors Note: Former subsection 28-1.7, Compliance Through Collective Bargaining Process, previously codified herein and containing portions of Ordinance No. 2002-13, was repealed in its entirety by Ordinance No. 2004-38.

28-1.8 Enforcement; Remedies.

A. *Administrative Enforcement.* The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this section. The city manager is authorized to investigate possible violations of this section. Where the city manager, after

a proceeding that affords a suspected violator due process, concludes that a violation has occurred, the city manager may issue orders to the employer appropriate to effectuate the complaining person's rights, including but not limited to back pay and reinstatement. The city manager also has the power to order termination of any and all economic benefit derived by any offending party from the city and has the power to revoke the employer's business license or registration.

B. *Criminal Penalty.* A person violating this section shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this section shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.

C. *Other Remedies.* The city, any individual aggrieved by a violation of this section, or any entity the members of which have been aggrieved by a violation of this section, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this section and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

D. *Nonexclusive Remedies and Penalties.* The remedies provided in this section are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties, or relief provided by law.
(Ord. #2002-13, §8; Ord. #2003-8, §6)

28-1.9 Effect.

Nothing in this Living Wage Ordinance shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of New Mexico Constitution, Article II, §19. (Ord. #2002-13, §9)

28-1.10 Severability.

The requirements and provisions of this section and their parts, subparts and clauses are severable. In the event that any requirement, provision, part, subpart or clause of this section, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the section be enforced to the maximum extent possible consistent with the governing body's purpose of ensuring a living wage for persons covered by the section. (Ord. #2002-13, §10; Ord. #2003-8, §7)

28-1.11 Notice; Posting; and Publication.

Any business subject to the provisions of this section shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent

location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this section and in particular post the text of subsections 28-1.5, 28-1.6 and 28-1.8 SFCC 1987. Failure to comply with this subsection shall be construed a violation of this section and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license or registration. (Ord. #2003-8, §8)

28-1.12 Living Wage Review.

The city shall conduct a review of this section on or before July 1, 2005. In conducting said review the governing body may, at its discretion and pursuant to a duly-adopted resolution, appoint an ad hoc committee to advise and assist in making recommendations regarding this section and to investigate the economic and social effects of this section on Santa Fe. The city will contract with an independent third party to develop an evaluation that will generate objective measures on the effect of the Living Wage Ordinance on the health, security, and livelihood of Santa Feans by March 31, 2003. Data necessary for such an evaluation on Santa Fe city businesses will be compiled and presented to the governing body for their review on or before July 1, 2003. In compiling the data, consideration should be given to potential impacts on youth employment and possible recommendations that might prevent unforeseen consequences hurting children in the community. (Ord. #2003-8, §9)

CHAPTER XXVIII WAGE REQUIREMENTS

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City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2018 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

$11.40
PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be [**Insert Name**] or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.
I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be **[Insert Name]** or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.

BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.

2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. [**CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[**CHOICE #2** – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[**CHOICE #3** – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[**CHOICE #4** – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. [**CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] [**CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.

3. Rights to Data. [**CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2** – Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest,

if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day

notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property

and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.]

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City.

Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1-** Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2 –** Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:
[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1-** Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place;

or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:
   1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
   2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. [**Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday,

Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS#_____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name**]

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 - Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.

	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.
Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours]**. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)]**. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days]**. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals,* entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal,* or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

_____

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Attachment M - City of Santa Fe Information Technology Agreement

This Attachment is being provided to Vendors for reference, in accordance with Section 5.1 of the RFP.

REQUEST FOR PROPOSALS ONLY

City of Santa Fe

Information Technology Agreement

Contract No._____

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and **[Insert Contractor Name]**, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City; and

WHEREAS, all terms and conditions of the **RFP No. to provide and install a state of the art Parking Access and Revenue Control System (PARCS)** and the Contractor's response to such document(s) are incorporated herein by reference;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" or "Accepted" shall mean the approval, after Quality Assurance, of all Deliverables by the Contract Manager of the City.

B. "Application Deployment Package" shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. "Business Days" shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. "IT Director" shall mean the Information Technology Director for the City.

F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the City as confidential, including all information designated as confidential under federal or state law or regulations; (5) unless publicly disclosed by the City, the pricing, payments, and terms and conditions of this Agreement, and (6) City information that is utilized, received, or maintained by the City, the Contractor for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicly disclosed.

G. "Contract Manager" shall mean a Qualified person from the Parking Division responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager shall be **[Insert Name]** or his/her Designated Representative.

H. "Default" or "Breach" shall mean a violation of this Agreement by either failing to perform one's own contractual obligations or by interfering with another Party's performance of its obligations.

I. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
J. "Designated Representative" shall mean a substitute(s) for a title or role, e.g. Contract Manager, when the primary is not available.
K. "DoIT" shall mean the Department of Information Technology.
L. "DFA" shall mean the Department of Finance and Administration;
M. "Escrow" shall mean a legal document (such as the software source code) delivered by the Contractor into the hands of a third party, and to be held by that party until the performance of a condition is Accepted; in the event Contractor fails to perform, the City receives the legal document, in this case, Source Code.
N. "Enhancement" means any modification including addition(s), modification(s), or deletion(s) that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an error correction.
O. "GRT" shall mean New Mexico gross receipts tax.
P. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement.
Q. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a Project and the Project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
R. "Know How" shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
S. "Payment Invoice" shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.
T. "Performance Bond" shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.
U. "Project" shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Contract Manager and verified by the City. If applicable, under the terms of this Agreement the Project is [Insert **Name of Project**, if applicable; otherwise delete sentence].
V. "Project Manager" shall mean a Qualified person from the City responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be [**Insert Name**] or his/her Designated Representative.
W. "Qualified" means demonstrated experience performing activities and tasks with Projects.
X. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.
Y. "Services" shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.
Z. "City Purchasing Agent (CPA)" shall mean the City Purchasing Agent for the City or his/her Designated Representative.
AA. "City Purchasing Department (SPD)" shall mean the City Purchasing Department of the City.
BB. "Software" shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

CC. "Software Maintenance" shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

DD. "Source Code" shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

EE. "Turnover Plan" means the written plan developed by the Contractor and approved by the City in the event that the work described in this Agreement transfers to another vendor or the City.

EF. "Implementation Services" means services related to system implementation, configuration, data conversion, customization, and training.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the City the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6 or Article 16.

C. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates shall not be altered or waived by the City without prior written approval, through the Amendment process, as defined in Article 25.

D. License. Contractor hereby grants the City a non-exclusive, irrevocable, license to use, modify, and copy the [Insert name of Software and patent number if applicable] Software and any and all updates, corrections and revisions as defined in Article 2 and Exhibit A, for the term of this Agreement.

The right to copy the Software is limited to the following purposes: archival, backup and training. All archival and backup copies of the Software are subject to the provisions of this Agreement, and all titles, patent numbers, trademarks, copyright and other restricted rights notices shall be reproduced on any such copies.

1. Contractor agrees to maintain, at Contractor's own expense, a copy of the Software Source Code to be kept by an escrow agent and to list the City as an authorized recipient of this Source Code. The Source Code shall be kept current with the releases/versions of the software in live use at the City. The Source Code shall be in magnetic form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the magnetic media. Contractor shall replace the magnetic media no less frequently than every six (6) months to ensure readability and to preserve the Software at the current City revision level. Included with the media shall be all associated documentation which will allow the City to top load, compile and maintain the software in the event of a Breach.
2. If the Contractor ceases to do business or ceases to support this Project or Agreement and it does not make adequate provision for continued support of the Software it provided the City; or, if this Agreement is terminated, or if the Contractor Breaches this Agreement, or if the Contractor is merged or acquired and no longer supports the Software, the

Contractor shall make available to the City within thirty (30) calendar days of the date services cease: 1) the latest available Software program Source Code and related documentation meant for the Software provided or developed under this Agreement by the Contractor and listed as part of the Services; 2) the Source Code and compiler/utilities necessary to maintain the system; and, 3) related documentation for Software developed by third parties to the extent that the Contractor is authorized to disclose such Software. In such circumstances, City shall have an unlimited right to use, modify and copy the Source Code and documentation.

E. Source Code. **[CHOICE #1** – If for a maintenance and operations contract, use the following language.] The Contractor shall deliver any and all software developed as a result of maintenance releases by the Contractor. The Application Deployment Package must be able to reproduce a fully operational application that includes all base application functionality, all cumulative release functionality and including the functionality, as documented, verified and supported by the Contractor, which comprises the new application release.

[CHOICE #2 – If Contractor will hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be kept by an identified escrow agent at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City. The escrow agent shall be responsible for storage and safekeeping of the storage media. The City shall be listed with said escrow agent as an authorized recipient of the storage media which shall contain the most recent application maintenance release deployment package.

[CHOICE #3 – If Contractor will not hold software in escrow, use the following language.] For each maintenance release, the Application Deployment Package shall be updated and shall be delivered to the City's at the Contractor's expense. The Application Deployment Package shall be in magnetic or digital form on media specified by the City and shall be updated with each new application release deployment package at the Contractor's expense.

[CHOICE #4 – Not Applicable. The Parties agree there is no Source Code.]

F. The City's Rights.

1. Rights to Software. **[CHOICE #1** – If the City has right to the Software, use the following language. - The City will own all right, title, and interest in and to the City's Confidential Information, and the Deliverables, provided by the Contractor, including without limitation the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and the associated documentation for purposes of this Section. The Contractor will take all actions necessary and transfer ownership of the Deliverables to the City, without limitation, the Custom Software and associated Documentation on Final Acceptance or as otherwise provided in this Agreement.] **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the Software.]
2. Proprietary Rights. The Contractor will reproduce and include the City's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of the Deliverables.
3. Rights to Data. **[CHOICE #1** – If the City has right to the data, use the following language - Any and all data stored on the Contractor's servers or within the Contractors custody, in order to execute this Agreement, is the sole property of the City. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the City's data in any manner, or provide to any entity or person outside of the City without the express written authorization of the City. **[CHOICE #2 –** Not Applicable. The Parties agree the City does not have rights to the data.]

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. For Implementation Services, the City shall pay to the Contractor a not to exceed price for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in Paragraph D. All travel expense costs shall be included in the not to exceed price. The City will not make a separate payment for reimbursable expenses.

B. Payment. The total compensation under this Agreement shall not exceed **[Insert Dollar Amount]** [**CHOICE #1**- excluding New Mexico gross receipts tax. **CHOICE #2** - including New Mexico gross receipts tax.] This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

[Use if a state price agreement is the procurement method] Contractor hereby agrees to perform work at or below the published maximum rates of the statewide price agreement as follows:

- [Insert professional service category(s) and define rate(s).]

Payment for Implementation Services shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes. [**CHOICE #1**- Use if Agreement is between two public entities - Not Applicable - contract is between two public entities.]

[**CHOICE #2** – The Contractor [Use either - shall OR shall not] be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.]

D. Retainage. [**CHOICE #1** - The City shall retain 15% of the not to exceed Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.]

E. Performance Bond. [**CHOICE #1**- If the amount of the Agreement exceeds $1Million OR, if the Agreement is for custom developed software/application, OR Commercial Off the Shelf (COTS) software with greater than 20% Enhancement, OR for any other critical project execution concerns, use the following language.] Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of [**Insert Total Amount** of agreed upon Performance Bond] in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor as a result of Contractor's failure to perform.

[**CHOICE #2** – Not Applicable. The Parties agree there is no Performance Bond.]

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the City. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Contract Manager shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Contract Manager. In order to Accept the Deliverable, the Contract Manager, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the **RFP**;
3. Meets the performance measures for the Deliverable(s) and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
5. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Contract Manager or their Designated Representative, the Contract Manager will notify the Contractor of Acceptance, in writing, within [INSERT # of days - recommend at not less than fifteen (15)] Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Contract Manager gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Contract Manager receives the Deliverable(s) and accompanying Payment Invoice, the Contract Manager will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Contract Manager with all appropriate corrections or modifications made and/or addressed. The Contract Manager will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan

that shall include a timeline for corrective action acceptable to the Contract Manager. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY.

This Agreement shall be effective on the date that it is fully executed and terminate upon full installation and acceptance by the City. This is a purchase of equipment and installation contract and therefore will not have a contract length other than the negotiated time for installation and going live.

Additionally, a maintenance contract will be negotiated for on-going maintenance of PARCS equipment. Terms of this contract will be negotiated upon contract award.

ARTICLE 6 – TERMINATION

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
B. Appropriations. By the City, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature, or the City Council for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
C. Notice; City Opportunity to Cure.
    1. Except as otherwise provided in Paragraph (3), the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
    2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
    3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.
D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the City;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4. Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the City is not liable for any costs arising out of termination and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City's programs;
7. In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the City's receipt of program funds from any governmental City, the Contractor shall remit to the City the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the City for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the City for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the City and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the City, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and
2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the City.]

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.]

ARTICLE 9 – INTELLECTUAL PROPERTY

[**CHOICE #1** – If purchasing only IT hardware/equipment, use the following language - Not Applicable. The Parties agree there is no Intellectual Property.]

A. Ownership. [**CHOICE #2** - Use this provision if City is to own the Intellectual Property] Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the City shall be considered the creator and owner of such Know How. The City shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the City without the express written authorization of the City. Contractor shall notify the City, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the City, Contractor hereby acknowledges and agrees to grant to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

[**CHOICE #3**- If the Contractor will own the Intellectual Property then delete the above language and insert the following language.] Contractor hereby acknowledges and grants to the City, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software.[**CHOICE #1**- Use if only purchasing or developing software] The Contractor warrants that any software or other products delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. The Contractor further warrants that the software provided under this Agreement will meet the applicable specifications for [INSERT # of years - recommend 6mo.-2yrs.] years after Acceptance by the Contract Manager and implementation by the City. If the software fails to meet the applicable specifications during the warranty period, the Contractor will correct the deficiencies, at no additional cost to the City, so that the software meets the applicable specifications. [**CHOICE #2** – Not Applicable. The Parties agree there is no Software.]

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations.

ARTICLE 13 – STATUS OF CONTRACTOR

[**CHOICE #1**- Use if only purchasing IT hardware/equipment - Not Applicable.]

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional Services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Contract Manager. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Contract Manager to include:
   (a) the name of the person requesting the change;

(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The Contract Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the Contract Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project Manager.

B. If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project Oversight and Compliance Division (ivandv.reports@state.nm.us) according to the DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html, and copy the City.
2. Use a report format consistent with the current DoIT IV&V Reporting Template and Guidelines found on the DoIT website, http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the City to any equipment or its installation

or for losses caused by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and/or employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the City to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the City or, developed by the Contractor based on information provided by the City in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the City within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the City will result in direct, special and incidental damages.

ARTICLE 23 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement's term and effect and retain them for a period of [Insert # of years, minimum is - three (3) years] from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the

right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size

requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or City or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY
[Insert: Name of Individual, Position
City Name
E-mail Address
Telephone Number
Mailing Address.]

For CONTRACTOR
[Insert Name of Individual, Position,
Company Name,
E-mail Address,
Telephone Number,
Mailing Address.]

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30 – GENERAL PROVISIONS

A. The Contractor agrees to abide by all federal and state laws and City ordinances, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and City Ordinances, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
3. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.
4. Americans with Disabilities Act. The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.
5. City Code of Conduct. The Contractor shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

B. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 – SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement. **[Choice #1** – Other unexpired agreements, promises, or warranties that will survive the termination of this Agreement are: (list here)]

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

[IF APPLICABLE, ADD ANY CITY SPECIFIC, GRANT SPECIFIC, OR CONTRACT SPECIFIC ARTICLES STARTING AT THIS POINT.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
NAME AND TITLE

DATE: _____

CRS# _____
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 5/21
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____
KENT DEYOUNG, INTERIM FINANCE DIRECTOR

_____
Business Unit Line Item

EXHIBIT A – SCOPE OF WORK

I. Purpose of the Agreement including goals and objectives:
[If applicable – **Certified Project Name: name]**

II. Performance Measures:

III. Activities.

IV. Deliverables

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

[Deliverable samples are provided, but are only samples; the City is to add Deliverables that represent the work that needs to be performed and are traceable by the City. The City may identify as many Deliverables, with associated tasks and subtasks, as are needed to accomplish the Project goals, objectives, and activities.]

A. Sample Deliverable Number 1 [Insert Name of Deliverable]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Insert Date this Deliverable is due]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub-Tasks	Description

[Insert Name of Task or tasks to be performed for each Deliverable.	**Sub 1 (through however many subtasks are needed to accomplish Task 1 which leads to the number of Tasks needed to accomplish Deliverable 1.**	• [Insert Description] Please use active verbs to identify tasks and subtasks to be performed by the vendor. • The due dates for the tasks and/or subtasks should be included as a means of assisting the City and Contractor to monitor contract progress. • Compensation amounts for tasks and/or subtasks can be identified here. The total amount paid for all tasks and/or subtasks performed under this Deliverable should be consistent with the Compensation due for total delivery of the Deliverable. • The Contractor will bill the City per Deliverable; clear and well defined language will assist the City and Contractor in determining if the Deliverable is met for payment purposes.

A. Deliverable Number n – [Insert name of support Services.]

Deliverable Name	Due Date	Compensation
[Insert Name of Deliverable]	[Choice #1 – Payment due at the start of the maintenance period Choice #2 – Arrears payment due at the end of the month or quarter]	• [Insert Total $ Amount] • [Insert Amount less GRT, if applicable] • [Insert $ Amount less retainage, if applicable]

Task Item	Sub Tasks	Description
Problem Support	**Sub 1**	The Contractor shall make technical support personnel available by phone and email on the following schedule: [Such as - Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.]
	Sub 2	The Contractor will log requests and provide to the City technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.
	Sub 3	The Contractor will update documentation (Systems Administration Guide, User Guide, and Product Manual) to reflect changes made to the system as a result of problem resolution.
	Sub 4	The Contractor will respond to technical and functional questions about the [Insert Application Name]. Such requests will be assigned a default Priority of [Insert appropriate priority level] unless the City requests a higher priority be assigned to the request.

Monthly Report	**Sub 1**	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the City.
Activities Tracking	**Sub 1**	Contractor shall maintain a log of requests in a City approved tracking system with a unique number assigned to each City request. The unique number shall be provided by the contractor to City for reference and communication.
	Sub 2	The City will assign one of four levels of priority to each request: • **Priority 1** is the most severe program error and represents a situation where mission critical features and functions of the **[name of application]** are unavailable and no practical alternate mode of operation is available. Priority 1 problems will be corrected or a solution will be provided by Contractor for corrective action within [modify as appropriate - **two (2) hours**]. • **Priority 2** indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected or a plan will be provided by the Contractor for corrective action within [modify as appropriate - **one (1) Business Day(s)**]. • **Priority 3** is the normal "next-in-line" problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected or a plan will be provided by Contractor for corrective action within [modify as appropriate - **ten (10) Business Days**]. • **Priority 4** is the Release assignment. At this level, requests are worked on as deemed appropriate by City. Priority 4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the City after time and cost estimates are provided by the Contractor and approved by the City, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

e) Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102)

Committee Review:
Finance Committee: 3/01/2021
Public Works and Utilities: 3/08/2021
Governing Body: 3/10/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico

memo

DATE: **February 26, 2021**

TO: **Finance Committee**

Public Works Committee

Governing Body

VIA: **Manuel Gonzales, Interim ITT Director**

FROM: **David C. Tapia, Contracts Administrator D.T.**

SUMMARY: Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to fund the purchase of Public Safety radios.

Summary: City of Santa Fe Fire Department, City of Santa Fe Police Department, and ITT Department have identified disruptions in communication with the new Public Safety Radios System (P25 system). In particular, the current communication system and radios are not receiving an adequate bandwidth and/or signal when emergency responders are in the field. This means emergency communication can suddenly drop or responders may experience inadequate communication with dispatch.

This communication error must be addressed with urgency to ensure safety for staff and the public. Through discussion and field testing, it has been determined that the first step is to update the current XLT radios to modern APX radios, which will mitigate the issue and improve bandwidth and signal errors. A next step will be to Move the 15 channel P25 equipment from Los Montoyas to the "Prime" site.

The current XTL radios have been flashed (software upgrade) to accept the P25 system, however the alignment (align to factory specs) of the radios' frequency bands within the radio and the voice controller is not optimal. We have attempted to align these radios to keep them in the field but, in doing so, many radios have failed to accept the alignment, leading them to be not functional. This alignment is crucial to the P25 system. If not aligned, then the system can drift away from the licensed frequency we utilize, causing transmissions to be dropped, not able to be heard, or be of poor quality. Field testing has shown that the APX series radio performs better. The APX radio is built for the new P25 system and will be within necessary frequency range and transmission.

Santa Fe Fire is now solely using the APX series radios and staff have noticed a significant difference in the quality of the transmissions and coverage. This observation has been

tested repeatedly in the last two weeks, leading to better communication for our emergency personnel.

Motorola Solutions is assisting the City of Santa Fe in this matter. They have been consulted and have provided best possible solutions. Upgrades to the radios, hardware, and service will be provided through Motorola but the installs will be completed by the City of Santa Fe ITT Department.

Action: Please approve the requested BAR in the amount of $190.471.00.

Budget: BAR request to reallocate funding to 3359980.572400 (Bond Acq/Inventory Exempt) from available 2018 GRT Bond Premiums to fund the purchase of public safety radios.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
ITT / CIP	2/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Public Safety Radio System - WIP Construction	3359980	572970	GRT18355M-Construct	190,471	
2018 GRT Bond Premium - transfer to Bond Acquisition	4009960	760335		190,471	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Bond Acquisition Fund - transfer from Debt Service Fund	3359980	660400		(190,471)	
				$ 190,471	$ -

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

Use of available 2018 GRT Bond Premiums to fund RECC public safety radio system equipment purchases

($ for equipment is going into construction because the funding for the radios was previously moved from construction to

equipment for the purchases, and this will replenish the amount moved out of the construction budget.)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	(190,471)
TOTAL:	**(190,471)**

Andy Hopkins for Bradley Fluetsch — 2/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date
Mary McCoy
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Feb 26, 2021 08:39 MST)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

BAR from Bond Premiums for Pub Safety Radios

Final Audit Report 2021-02-26

Created:	2021-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsz9_IGa0v-lu9MrrBA9bE2G6XeAZfoJ9

"BAR from Bond Premiums for Pub Safety Radios" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-02-25 - 11:35:41 PM GMT- IP address: 63.232.20.2

Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
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Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2021-02-26 - 2:40:10 PM GMT- IP address: 104.47.64.254

Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2021-02-26 - 2:40:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-26 - 2:40:42 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-26 - 3:37:53 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-26 - 3:39:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-26 - 3:39:25 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8h Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102) **Committee Review:** Finance Committee: 3/01/2021 Public Works and Utilities: 3/08/2021 Governing Body: 3/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8k CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033) **Committee Review:** Finance Committee: 3/1/21 Quality of Life Committee: 3/3/21 Public Works and Public Utilities Committee: 3/8/21 Governing Body: 3/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/01/21
FOR CITY COUNCIL MEETING OF 03/10/21/21

f) CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Romero-Wirth moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS: Councilors Rivera and Villarreal's amendment was approved unanimously. Councilor Romero-Wirth's amendment was recommended to be worked on prior to approval.

SEND TO:
Public Works and Utilities Committee; Governing Body

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

10. CONSENT CALENDAR

g. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villar A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Jennifer Faubion, Council Liaison, jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:

Finance Committee: 03/1/21
Quality of Life Committee: 03/3/21
Governing Body: 03/10/21

Name: Stefanie Beninato
Comment - 03/10/2021 12:40 PM: (Against)

CONSENT #C Allied Security I have seen a private security guard at the plaza standing by his car while people sit on the plaza maskless and even smoke on the plaza. Taxpayers should not be paying for literally standing around. Also what events does the city anticipate happening at the Chavez center that requires this provision in the contract? We are still under fairly strict pandemic orders and the ice skating rink is not even open. There is no food service there.

CONSENT F RADIO Why is this item coming up now? Shouldn't this be part of the regular budget hearing?

DISCUSSION G TASK FORCE OPEN MEETING I am totally against excepting any part of these meetings from the Open Meetings Act. If someone is on this taskforce, it seemed they should have wanted to speak out and advocate for change. I don't understand how they could think there would be anonymity. If you want people to testify anonymously I suggest hiring a facilitator who has closed meetings with people with these experience, gather the individual data, aggregate it into a public report. Closing this meeting indicates a continuing failure of the city to be transparent and responsible to the public

Discussion C has no report when you open the pdf file. I think it should be rescheduled.
Discussion D I do not see what the Cost sharing agreement will be—Isn't that what the amendment to the agreement is about?

City of Santa Fe New Mexico
Memorandum

Date: March 1, 2021

To: Governing Body; Quality of Life Committee; Finance Committee

Via: Kyra Ochoa, Community Health and Safety Director KO

From: Jennifer Faubion, staff liaison JF

RE: Community Health and Safety Task Force Amendments

ITEM AND ISSUE:

A Resolution updating the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of 2021, allow additional task force members, change the Task Force composition, exempt the Task Force from certain Open Meetings Act requirements, and other changes as necessary.

BACKGROUND AND SUMMARY:

As the Community Health and Safety Task Force ("CHS TF") works to address the issues laid forth in Resolution No. 2020-29, specifically around violence and inequities in communities of color in the great city of Santa Fe, they are dealing with not only macro but micro concerns. The Resolution that established this task force called for *"the need for thoughtful and inclusive self-examination of the ways in which traditional approaches towards public safety have been provided…Acknowledging the call for racial and social justice, recognizing the historical injustices that have too often lead to violence and inequities in communities of color,"* and it brought together a body of skilled, diverse, multidisciplinary members of Santa Fe.

Now, six months after the resolution was enacted, the country is in a time when and where white supremacist ideology and violence has shown itself to be a threat and caused fear and alarm both nationally and locally, making this type of work both heightened in its importance and dangerous in its execution.

The fact that the State of New Mexico has a Roundhouse this year that is fenced in, not because it is better that way, but because overt widespread threats of white supremacist violence made it necessary, lays an important context to why amendments to this resolution are necessary. The multidisciplinary and diverse CHS TF members noted and agreed during the February 2, 2021 public CHS TF meeting that the sensitive nature of this work and its often traumatic content limits authentic interaction in a live stream and overly formal format. The interpersonal and cultural complexity of the issues that they are tasked with addressing require a format that allows members to feel safe both with one another and with the content they have been charged with, which can be

both painful and traumatic to explore. This has been articulated by multiple members of the CHS TF and has had impact on its Black members in particular.

This perhaps is less surprising when one understands that data shows that "Police violence is a leading cause of death for young men in the United States. Over the life course, about 1 in every 1,000 black men can expect to be killed by police. Risk of being killed by police peaks between the ages of 20 and 35 years old for men and women and for all racial and ethnic groups. Black women and men and American Indian and Alaska Native women and men are significantly more likely than white women and men to be killed by police. Latino men are also more likely to be killed by police than are white men[1].

In order to allow safety to explore hard facts, to draw on interpersonal experiences, and to facilitate the relationship building needed to address the complex issues assigned to the CHS TF, during the COVID pandemic when it is impossible to meet in person, the CHS TF seeks to create a more intimate and thoughtful setting, balanced with the need and desire to include community members in the process systematically along the way. The sponsors therefore recommend the attached Resolution amendments on behalf of CHS TF members, who, with the sponsors agreement, have called for a structural change to how these meetings are held.

The Task Force is in agreement with these amendments which foster greater safety and sensitivity to the community volunteers who are appointed to this task force, and to the issues at hand, with the understanding that to make thoughtful recommendations to larger structures, the City must first ensure that the CHS TF structure provides a model of the safety and sensitivity that the Task Force hopes to see reflected in their process and ultimately their recommendations.

ACTION REQUESTED:

Adopt the amendments to the Community Health and Safety Task Force terms as presented.

ATTACHMENTS:

Resolution Amendments
Fiscal Impact Report

[1] https://www.pnas.org/content/116/34/16793

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION 2020-29 TO EXTEND THE DURATION OF THE COMMUNITY HEALTH AND SAFETY TASK FORCE THROUGH THE END OF CALENDAR YEAR 2021, ALLOW ADDITIONAL TASK FORCE MEMBERS, CHANGE THE TASK FORCE COMPOSITION, EXEMPT THE TASK FORCE FROM CERTAIN OPEN MEETINGS ACT REQUIREMENTS, AND OTHER CHANGES AS NECESSARY.

WHEREAS, the City recognizes inequity in force and violence as an issue of concern to members of Santa Fe's communities that impacts the safety, public health, and quality of life of the City's residents; and

WHEREAS, the City's residents and leadership are still in broad agreement about the need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, acknowledging the call for racial and social justice, recognizing the historical and current injustices that lead to violence and inequities in communities of color ; and

WHEREAS, the New Mexico Open Meetings Act ("OMA") governs "policymaking

bodies" but not advisory bodies making recommendations to policymaking bodies; and

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, the City of Santa Fe Committee Rules and Procedures require all committees appointed by the Governing Body to adhere to the OMA; and

WHEREAS, the Task Force convened on several occasions and many members of the Task Force and those participating in the conversations felt uncomfortable discussing deeply personal issues in a public setting; and

WHEREAS, the Task Force wishes to reserve the right to decide who among their members they prefer to serve as chair(s) of the Task Force; and

WHEREAS, the Task Force has discussed the possible need for additional members in order to complete the work required of the Task Force; and

WHEREAS, exempting the Task Force from the public meetings and communications requirements of OMA may allow the Task Force to better gather information and provide more informed recommendations to the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby amended as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD's and SFFD's internal operations, policies, procedures and practices, with attention to data-informed local and national research. Some aspects that may be

assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise, and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and [~~nine~~] the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa

Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors [~~shall~~] may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

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

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least [~~twice~~] once per month[~~,~~] and shall conduct [~~public~~] meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings and conduct communications outside the meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe

and where Task Force members an community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. Unless further extended by the Governing Body, the CHS Task Force shall conclude [~~no more than six (6) months from the date the members are appointed~~] its work by December 31, 2021.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Amendments

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 18 after "Force" ***insert*** ", which may include exploring innovative approaches to community health and safety, reimagining the current structures and systems in which the City currently operates, and examining root causes of identified problems"

Respectfully submitted,

_____ _____

Chris Rivera, Councilor Renee Villarreal, Councilor

Approved as to Form:

_____

Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____

Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Amendments

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 3 after "Force'" ***insert*** "or 'CHS Task Force'"
2. On page 2, line 17 ***strike*** "Community Health and Safety ('CHS')" and ***insert*** in lieu thereof "CHS"
3. On page 4, line 15 remove the brackets and line through "public"
4. On page 4, lines 23-24 ***strike*** "and conduct communications outside the meetings"
5. On page 4, line 24 ***strike*** "the Open Meetings Act or"
6. On page 4, line 25 after "community" ***insert*** a period and ***strike*** the remainder of the paragraph.
7. On page 5, line 4 ***insert*** the following new paragraphs:

   "D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

   E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies."
8. Reletter the succeeding paragraph accordingly
9. On page 5, line 6 after the period ***insert*** the following new sentence: "The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above."

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Bustos-Mihelcic, City Clerk

10285.4(A)

FIR No. 3313

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Community Health and Safety Task Force Amendments

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): Community Health and Safety

Staff Completing FIR: Jennifer Faubion Date: 2/12/21 Phone: 955-6033

Reviewed by City Attorney: _____ Date: Mar 1, 2021

Reviewed by Finance Director: _____ Date: Mar 3, 2021

Summary:
This Resolution updates the terms of Resolution No. 2020-29 to extend the duration of the Community Health and Safety Task Force through the end of calendar year 2021, allow additional task force members, change the Task Force composition, exempt the task force from certain Open Meetings Act requirements, and other changes as needed.

Departments Affected:
Community Health and Safety; Community Engagement

Consequences of Not Enacting Legislation:
The work of the Community Health and Safety Task Force and the physical, emotional, and mental safety its members would be severely compromised, jeopardizing the existence of the Task Force itself.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Amending the terms set forth for the Community Health and Safety Task force in Resolution No. 2020-29.

Performance and Administrative Implications:
Staff liaison's support will extend an additional 6 months.

Fiscal Implications:
Cost of contracting a trained facilitator for an additional 6 months. Staff liaison time for additional 6 months.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 2,250	$	$	N	NR	GF	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 10,000	$	$	N		GF	
Professional Services							
Operating	$	$	$				$
Total:	$12,250	$	$				$ 12,250.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Approximately 15 hours of staff time per month at $25.00 per hour for six additional months ($2,250). Facilitation for six additional months ($10,000).

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:

None Identified

Signature: Jennifer Faubion (Mar 1, 2021 16:34 MST)

Email: jrfaubion@santafenm.gov

Signature: Kyra Ochoa (Mar 1, 2021 16:42 MST)

Email: krochoa@santafenm.gov

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8i Request for Approval of Cooperative Project Agreement with NMDOT for the Engineering Design of S100650 “Acequia Trail from Rufina to San Felipe” Project in the Total Amount of $300,000. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623 **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
memo

Date: **February 15, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: Regina Wheeler (Feb 19, 2021 08:55 MST)

Regina Wheeler, Public Works Department Director

Javier Rosado, PE Engineering Division Director Javier Rosado (Feb 19, 2021 07:10 MST)

From: Romella Glorioso-Moss Project Administrator

Subject: **Exemption Determination Request 13-1-98 A**

The Public Works Department, Engineering Roadway & Trails Division respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $300,000

Term: 10/30/2022

Approved Exemption

Fran Dunaway (Feb 25, 2021 18:16 MST)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe New Mexico
Memorandum

Date: January 29, 2021

To: Public Works and Finance Committees, City Council

Via: _____
Regina Wheeler, Public Works Director

From: Romella Glorioso-Moss, AICP, Projects Administrator RGM

RE: S100650 Acequia Trail NMDOT Funding Agreement

ITEM AND ISSUE:
Request for Approval of NMDOT Funding Agreement for Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" project.

ITEM A: Request for Approval of Cooperative Agreement with NMDOT for $300,000.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $256,320.

BACKGROUND AND SUMMARY:
The City applied for Federal Highway funding to design the Acequia Trail from Rufina to San Felipe for $300,000 and received notice of award in April 2019. This funding is for the Preliminary Engineering of a 1-mile long urban trail which will provide an off-road, non-motorized, 10' wide paved trail extension of the existing Acequia Trail and connect it to the existing El Camino Real Trail north of Agua Fria Road in Santa Fe, NM. The City is not guaranteed to receive the funding until the attached Cooperative Agreement (Agreement) has been approved by both City and the NMDOT.

The attached Agreement is for $300,000 of which $256,320 (85.44%) is from the Transportation Alternative Small Urban (TAPS) Funds and the remaining $43,680 (14.56%) is the City of Santa Fe match. The City match will be pursued from Impact Fees since the Acequia Trail is on the approved projects for funding from impact fees.

The NMDOT requires the attached Agreement approved by the City by March 12, 2021. The MUNIS contract number is 3202497. This agreement will terminate on October 30, 2022. The design is expected to be complete by that date. Once construction cost estimates are developed, construction funding will be pursued.

RECOMMENDED ACTIONS:
The Public Works Department recommends the following:

Item A.) Approval of Funding Agreement CN S100650 “Acequia Trail from Rufina to San Felipe” with NMDOT in the amount of $300,000.00 terminating on October 30, 2022.

Item B.) Approval of BAR to budget grant funding in the amount of $256,320.

ATTACHMENTS:
Exhibit A – Cooperative Project Agreement
Exhibit B – BAR
Exhibit C – Summary of Contracts
Exhibit D – Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100650**

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100650 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2021 TRANSP. ALT. SMALL URBAN(TAPS) Funds**
   Department's 85.44% share $256,320
   Preliminary Engineering for the Acequia Trail link from Rufina to San Felipe 1 mile(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100650.)
2. **City's matching 14.56% share** $43,680
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $300,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.
2. An audit determines an overpayment or federal funds were used for ineligible cost items.
3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **10/30/2022.** If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-221.8220
E-mail: Sharonr.Cruz@state.nm.us

District T/LPA Coordinator
James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-231-1139
E-mail: James.Mexia@state.nm.us

Construction Liaison Engineer
Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: eunice.cazares@state.nm.us

Local Agency
Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Aaron Frankland, Deputy General Counsel Date: Dec 30, 2020
Aaron Frankland, Deputy General Counsel (Dec 30, 2020 13:57 MST)
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: _____
Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Jan 29, 2021
Marcos Martinez (Jan 29, 2021 16:03 MST)
CITY OF SANTA FE Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/30/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$256,320**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

OFFICE OF GENERAL COUNSEL CONTRACT BRIEF FORM

DATE: 11/2/2020 FROM: Alexis Perry-Vigil PHONE: 505-795-3623

CONTRACTOR: City of Santa Fe
CONTROL NO: CN S100650

X NEW CONTRACT

__AMENDMENT TO EXISTING CONTRACT
_____ Scope of Work
_____ Additional Compensation
_____ Time Extension
_____ Other_____

Note: For amendments, please attach a copy of the original agreement, any previous amendments, and a copy of the RFP, if applicable.

__ EXEMPT FROM PROCUREMENT PROCESS (*University; other educational institutions; other state agency, bureau; local public bodies).*

The Office of General Counsel's policy for turn around time is ten (10) working days. Please indicate below if there are extenuating circumstances which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call _____ at (505) 827-5431 if you have questions.

_____ Please make corrections on pages _____

_____ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

_____ Please make corrections on pages _____ and return the marked up copy to the receptionist for further review and approval.

Other comments:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/05/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3559980	572960	GO18355BM	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3559980	490150	GO18355BM	-256320	

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

Acceptance of $256,320 of NMDOT Transportation Alternative Small Urban (TAPS) grant funding for Acequia Trail Project

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	-256320
TOTAL:	**0**

Amanda Archuleta
02/05/2021
Prepared By *{print name}* Date

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

AJH
AJH (Feb 19, 2021 16:39 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation

Procurement Title: S100650 Acequia Trail from Rufina to San Felipe Cooperative Agreement - Design

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Project Administrator — 01/29/2021

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

Fran Delaway (Feb 25, 2021 18:16 MST)

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

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202497**

Contractor: **New Mexico Department of Transportation**

Description: **Design Work portion of Project Control No. S100650 Acequia Trail from Rufina to San Felipe. NMDOT's portion is $256,320 while City match is $43,680.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: **10/30/2022**

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:**

Fran Dunaway (Feb 25, 2021 08:16 MST) — Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Pursuant to NMSA 1978, 13-1-98 (A) entity to entity

4. **Funding Source:** **3309980** **Org / Object:** **3309980.572960**

Alexis Lotero (Feb 25, 2021 11:38 MST) — Feb 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

S100650 Agreement Draft

Final Audit Report 2020-12-30

Created:	2020-11-17
By:	Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xn4f5uXjBB1bP_-z2B2kmP28ZVvUo3h

"S100650 Agreement Draft" History

Document created by Alexis Perry-Vigil (Alexis.Perry@state.nm.us)
2020-11-17 - 9:14:43 PM GMT- IP address: 174.62.11.113

Document emailed to Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us) for signature
2020-11-17 - 9:20:18 PM GMT

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-22 - 2:30:02 AM GMT- IP address: 67.164.151.167

Email viewed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
2020-12-30 - 8:55:35 PM GMT- IP address: 104.143.198.102

Document e-signed by Aaron Frankland, Deputy General Counsel (aaron.frankland@state.nm.us)
Signature Date: 2020-12-30 - 8:57:57 PM GMT - Time Source: server- IP address: 67.164.151.167

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2021 01 29 Coop Agr NMDOT S100650 Agreement2

Final Audit Report 2021-01-29

Created:	2021-01-29
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAirMmUviK1cZvf1l51_Asd0G32T_Vqmal

"2021 01 29 Coop Agr NMDOT S100650 Agreement2" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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2021-01-29 - 10:34:23 PM GMT

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2021-01-29 - 11:03:36 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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2021-01-29 - 11:03:55 PM GMT

Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)

Final Audit Report 2021-02-19

Created:	2021-02-19
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA334Yk7MFcHEQ1xDIC8QQ8BoFcPeYq0Hv

"Packet - NMDOT Cooperative Agreement & BAR (Acequia Trail)" History

Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
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2021-02-19 - 3:53:18 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-02-19 - 3:55:02 PM GMT - Time Source: server- IP address: 63.232.20.2

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GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)

Final Audit Report 2021-02-26

Created:	2021-02-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVI8SxeGQnKP7jOpQfr1fVONMrj271ls-

"GB PW ENG NMDOT COOPERATIVE AGREEMENT (ACEQUIA TRAIL)" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-19 - 6:49:51 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-19 - 6:54:47 PM GMT

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Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-19 - 11:39:45 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-19 - 11:39:47 PM GMT

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Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-25 - 6:38:36 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-25 - 6:38:38 PM GMT

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2021-02-26 - 1:14:58 AM GMT- IP address: 104.47.65.254

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Signature Date: 2021-02-26 - 1:16:28 AM GMT - Time Source: server- IP address: 174.28.244.124

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Agreement completed.

2021-02-26 - 1:16:28 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8j Request for Approval of a Budget Adjustment Resolution (BAR) to Budget NMDOT Grant Funding of $256,320 for the Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" Project.(Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Governing Body: 03/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

Date: January 29, 2021

To: Public Works and Finance Committees, City Council

Via: _____
Regina Wheeler, Public Works Director

From: Romella Glorioso-Moss, AICP, Projects Administrator RGM

RE: S100650 Acequia Trail NMDOT Funding Agreement

ITEM AND ISSUE:
Request for Approval of NMDOT Funding Agreement for Engineering Design of S100650 "Acequia Trail from Rufina to San Felipe" project.

ITEM A: Request for Approval of Cooperative Agreement with NMDOT for $300,000.

ITEM B: Request for Approval of BAR to Budget NMDOT Grant Funding of $256,320.

BACKGROUND AND SUMMARY:
The City applied for Federal Highway funding to design the Acequia Trail from Rufina to San Felipe for $300,000 and received notice of award in April 2019. This funding is for the Preliminary Engineering of a 1-mile long urban trail which will provide an off-road, non-motorized, 10' wide paved trail extension of the existing Acequia Trail and connect it to the existing El Camino Real Trail north of Agua Fria Road in Santa Fe, NM. The City is not guaranteed to receive the funding until the attached Cooperative Agreement (Agreement) has been approved by both City and the NMDOT.

The attached Agreement is for $300,000 of which $256,320 (85.44%) is from the Transportation Alternative Small Urban (TAPS) Funds and the remaining $43,680 (14.56%) is the City of Santa Fe match. The City match will be pursued from Impact Fees since the Acequia Trail is on the approved projects for funding from impact fees.

The NMDOT requires the attached Agreement approved by the City by March 12, 2021. The MUNIS contract number is 3202497. This agreement will terminate on October 30, 2022. The design is expected to be complete by that date. Once construction cost estimates are developed, construction funding will be pursued.

RECOMMENDED ACTIONS:
The Public Works Department recommends the following:

Item A.) Approval of Funding Agreement CN S100650 “Acequia Trail from Rufina to San Felipe” with NMDOT in the amount of $300,000.00 terminating on October 30, 2022.

Item B.) Approval of BAR to budget grant funding in the amount of $256,320.

ATTACHMENTS:
Exhibit A – Cooperative Project Agreement
Exhibit B – BAR
Exhibit C – Summary of Contracts
Exhibit D – Procurement Checklist

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	02/05/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3559980	572960	GO18355BM	256,320	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Department of Transportation	3559980	490150	GO18355BM	-256320	

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

Acceptance of $256,320 of NMDOT Transportation Alternative Small Urban (TAPS) grant funding for Acequia Trail Project

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
330	-256320
TOTAL:	**0**

Amanda Archuleta
02/05/2021
Prepared By *{print name}* Date

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

AJH
AJH (Feb 19, 2021 16:39 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico
Memorandum

DATE: **March 4, 2021**

TO: **Governing Body**

FROM: **Regina Wheeler, Public Works Department Director** RW

ITEM AND ACTION:
Request for Authority for the City Attorney's Office to Finalize Terms, and Mayor to Execute, a Cost Sharing Agreement with the County of Santa Fe and Las Campanas Water and Sewer Cooperative for the Lease-Purchase of Energy Efficient Equipment and Improvements to be Performed Under the Energy Savings Performance Contract with Yearout Energy to Reduce the Energy Use of the Buckman Direct Diversion Project, Consistent with the Terms of the Parties' Joint Powers Agreement. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

BACKGROUND AND SUMMARY:

The Cost Sharing Agreement between the County of Santa Fe and City of Santa Fe specifies proportioning of benefits and responsibilities between the partners in BDD (Parties) associated with the City installing energy improvements at the Buckman Direct Diversion Project (BDD) as part of the City of Santa Fe's Guaranteed Energy Savings Performance Contract (GESPC).

The contract is still in negotiation. At this time, terms provide for the Parties to share the benefits and costs of the BDD energy efficient equipment installed though the City's GESPC proportional to each party's water use, as other operating costs are split amongst BDD partners. The Cost Sharing Agreement also currently specifies an annual true up of actual versus expected savings by the City's GESPC contractor for the BDD energy efficient equipment and the remittance to BDD of any resulting energy savings guarantee payments from the City's GESPC Contractor. The Cost Sharing agreement should also ensure that BDD will make the annual lease payment due for the equipment in the GESPC and lease purchase agreement installed at BDD.

SCHEDULE:
Santa Fe Board County Commission: authorized entering a Cost Sharing Agreement on 2/22/2021
City Governing Body: approved the Energy Efficiency Equipment agreement with BDD on 2/24/2021
City Governing Body: Cost Sharing Agreement and Amended Energy Efficiency Equipment Agreement 3/10/2021
Santa Fe Board County Commission: City County Cost Sharing Agreement at Special Meeting TBD
BDDB: Energy Efficiency Equipment Agreement between BDD and City at Special Meeting TBD

ATTACHMENTS:

1. Draft City County Cost Sharing Agreement.

City of Santa Fe, New Mexico
Memorandum

DATE: **March 4, 2021**

TO: **Governing Body** RW

FROM: **Regina Wheeler, Public Works Department Director**

ITEM AND ACTION:
Approval of the AMENDED ENERGY EFFICIENT EQUIPMENT PROJECT AT THE BUCKMAN DIRECT DIVERSION FACILITY AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE BUCKMAN DIRECT DIVERSION BOARD
Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:
The Energy Efficient Equipment Agreement between the City and Buckman Direct Diversion Board (BDDB) and the Cost Sharing Agreement between the County of Santa Fe, Las Campanas and the City facilitate and govern the responsibilities and benefits associated with the City installing energy improvements at Buckman Direct Diversion Project (BDD) as part of the City of Santa Fe's Guaranteed Energy Savings Performance Contract (GESPC).

The Governing Body approved an earlier version of the Energy Efficient Equipment agreement on February 24, 2021. The Parties have added a term to make the Energy Efficient Agreement contingent upon execution of the Cost Sharing Agreement between the City and the County. This is the only change to the Energy Efficient Equipment agreement before the Governing Body tonight.

The Energy Efficient Equipment agreement gives the City of Santa Fe permission to secure permits and install the solar and lighting measures at BDD via the GESPC contractor. The agreement also specifies the transfer of title of the assets to BDD in accordance with the City's lease purchase financing agreement for the GESPC project.

The Cost Sharing Agreement specifies that BDD will make all lease payments for and receive all benefits from the solar and lighting improvements. Costs and benefits will be proportionally shared by partners in BDD according to water use at the facility.

SCHEDULE:

Body	Meeting Date	Action
Santa Fe Board County Commission	2/22/2021	Adopted Resolution to enter a Cost Sharing Agreement
City Governing Body	2/24/2021	Approved Energy Efficiency Equipment agreement with BDD on
City Governing Body	3/10/2021	Cost Sharing Agreement and Amended Energy Efficiency Equipment Agreement
BDDB	TBD	Energy Efficiency Equipment Agreement between BDD and City at Special Meeting

ATTACHMENTS:

1. City of Santa Fe GESPC Project Memo for Governing Body meeting 2/24/2021
2. ENERGY EFFICIENT EQUIPMENT PROJECT AT THE BUCKMAN DIRECT DIVERSION FACILITY AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE BUCKMAN DIRECT DIVERSION BOARD

ENERGY EFFICIENT EQUIPMENT PROJECT
AT THE BUCKMAN DIRECT DIVERSION FACILITY

AGREEMENT BETWEEN THE CITY OF SANTA FE
AND THE BUCKMAN DIRECT DIVERSION BOARD

This Agreement ("Agreement") between the City of Santa Fe ("City") and the Buckman Direct Diversion Board ("BDDB") shall be effective as of the date of the full execution of this Agreement.

RECITALS

A. The City procured an Investment-Grade Energy Audit ("IGA") performed by Yearout Energy Services Company to evaluate the Buckman Direct Diversion Facility ("BDD Facility") along with its City facilities for energy savings improvements. The IGA recommended interior LED lighting retrofits and solar projects ("BDD Energy Projects") of the BDD Facility locations as returning energy savings within the timeframe parameters of the IGA.

B. The BDD Energy Projects include LED Lighting at BDD Main, Booster Station #1A, Booster Station #2A and the Buckman Lift Station ("LED Lighting"); installation of two (2) solar arrays: a 739.2 kW ground mount solar array at Booster Station #1A and a 278.08 kW ground mount solar array at the Buckman Lift Station ("Solar Projects") all as described in the IGA.

C. The City and Sterling National Bank ("Lessor") will enter into that certain Lease-Purchase Agreement dated March 29, 2021 ("Lease-Purchase Agreement") to finance the design, acquisition, construction, permitting, and installation of the energy conservation measures recommended by the IGA. The Lease-Purchase Agreement will cover the installation of the BDD Energy Projects and the City, as borrower and lessee under the Lease-Purchase Agreement, is the sole obligor under the Lease-Purchase Agreement. The City, Santa Fe County ("County"), Las Campanas Water and Sewer Cooperative ("Cooperative") and/or the Club at Las Campanas ("Club") have entered, or will enter, into a separate cost sharing agreement to pay for the cost of the BDD Energy Projects out of utility cost savings.

D. Under the Lease-Purchase Agreement, the City will take title to the BDD Energy Projects upon installation. The City and BDDB wish to transfer title of the BDD Energy Projects to the BDDB once the Energy Projects are installed, subject to the conditions specified in this Agreement.

E. The City will also enter into that certain Professional Services Contract for Energy Performance Contracting ("EPC") with Yearout Energy Services Company (" "EPC Contractor") for construction, installation, and other services related to the BDD Energy Projects and other projects at City facilities.

F. The City and the County each own an undivided 50% interest in the facilities comprising the Buckman Direct Diversion Project ("BDD Project"), (excluding Las Campanas Separate Facilities), as described in the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion* ("JPA"), as amended, and the

DRAFT

Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project, as amended. In accordance with the JPA, the BDD Energy Projects will be appurtenant to and a part of the BDD Facility, which the City and County jointly own.

G. The permits (rights-of-way) for the BDD Facility are held by the BDDB with the United States Forest Service ("USFS") and with the Bureau of Land Management. The Solar Projects will require new permits to be issued by the USFS with the BDDB's consent and cooperation.

H. The parties wish to establish the terms and conditions under which the BDDB will agree to allow for the installation of the BDD Energy Projects at the BDD Facility and for the transfer of the BDD Energy Projects to the BDDB.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. Consent to Install BDDB Energy Projects. The BDDB agrees to allow the City and the EPC Contractor to install the BDDB Energy Projects at the BDD Facility and to obtain the necessary Special Use Permits ("SUPs") from the USFS for the installation of the Solar Projects at the BDD Facility. The SUPs shall be issued in the BDDB's name. The BDDB shall cooperate as requested or required in obtaining the SUPs.

3. Solar Projects. The Solar Projects to be installed at the BDD Facility are a 739.2 KWdc Utility-Interactive Photovoltaic System at Booster Station #1A and a 278.08 kWdc Utility-Interactive Photovoltaic System at the Buckman Lift Station as depicted and described on the Site Plans for each, attached as Exhibit A-1 (Booster Station #1A) and Exhibit A-2 (Buckman Lift Station).

4. Transfer of Title and Maintenance of Energy Projects. Upon the vesting of title in the City to each Energy Project, the City agrees to transfer title to the Energy Project to the BDDB subject to Lessor's security interest and all rights and remedies of Lessor included in the Lease-Purchase Agreement. The City and the BDDB agree to execute any and all necessary documents to effectuate the transfer subject to Lessor's rights and interests. To the extent possible, the City shall transfer all warranties and guarantees of the Energy Project, other than the Savings Guarantee, which shall remain with the City, as fiscal agent for the BDD Facility. The EPC Contractor (or its subcontractor) shall perform all services as described in the EPC for the BDD Energy Projects, regardless of the transfer of title.

5. Good Faith. The parties shall cooperate in good faith to assure that the Agreement objectives are obtained.

DRAFT

6. Effective Date. This Agreement shall be effective on the date it has been fully executed by each party or the contingency in Section 7 is met, whichever is later.

~~6.~~7. Cost Sharing Agreement Contingency. This Agreement is contingent upon the BDD Partners executing a Cost Sharing Agreement establishing, at a minimum, the following with respect to the BDD Energy Projects: (1) operation, maintenance, repair, and replacement responsibilities (OMR&R); (2) cost sharing of OMR&R; and (3) cost sharing of the financing of the BDD Energy Projects.

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Commented [SFC1]: Making explicit what has been understood throughout.

~~7.~~8. Miscellaneous

A. No Waiver. Neither the City nor the BDDB waive any limitation of liability that may apply under state law, including but not necessarily limited to the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30 and the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, Section 37-1-23.

B. Scope of Agreement. This Agreement constitutes the entire agreement and understanding between the City and the BDDB and supersedes any and all prior agreements, and understandings, oral or written, relating to the subject matter hereof.

C. Continuing Cooperation Between the Parties. The City and the BDDB shall work together cooperatively to assist one another in procuring and maintaining all necessary approvals and consents required for the installation and operation of the Energy Projects as, described in this Agreement and shall otherwise cooperate with one another as is required to effectuate the purposes of this Agreement.

D. No Third-Party Beneficiaries. The parties do not intend by this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the City and BDDB may enforce this Agreement.

E. Neutral Construction. Both parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either party and shall be construed neutrally so as to carry out the intent of the parties.

F. Assignment. This Agreement is not assignable by either party.

G. Captions. Section headings in this Agreement are used solely for convenience and shall be disregarded in the construction of this Agreement.

H. Amendment. This Agreement shall not be amended except by an instrument in writing executed by the parties.

DRAFT

I. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

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

CITY OF SANTA FE

_____ _____
Alan Webber, Mayor Date

ATTEST:

_____ _____
Kristine Bustos-Mihelcic, Date
City of Santa Fe Clerk

APPROVED:

_____ _____
Mary McCoy, City Finance Director Date

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry, City Attorney Date

DRAFT

BUCKMAN DIRECT DIVERSION BOARD

_____ _____
Anna Hansen, BDDB Chair Date

ATTEST

_____ _____
Katherine E. Clark, County Clerk Date

APPROVED AS TO FORM

_____ _____
Nancy R. Long, BDDB Counsel Date

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY'S APPROVAL OF ENCUMBRANCE OF BDD ASSETS PURSUANT TO PARAGRAPH 8 OF THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE COUNTY OF SANTA FE GOVERNING THE BUCKMAN DIRECT DIVERSION PROJECT

_____ _____
Henry P. Roybal, Chair Date

ATTEST:

_____ _____
Katherine E. Clark, County Clerk Date

APPROVED AS TO FORM

_____
Gregory S. Shaffer, County Attorney

DRAFT

City of Santa Fe, New Mexico
Memorandum

DATE: **February 22, 2021**

TO: **Governing Body**

FROM: **Regina Wheeler, Public Works Department Director** RW

ITEM AND ACTION:

Approval of the ENERGY EFFICIENT EQUIPMENT PROJECT AT THE BUCKMAN DIRECT DIVERSION FACILITY AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE BUCKMAN DIRECT DIVERSION BOARD, Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Guaranteed Maximum Performance Contract (GMPC) for solar, energy and water improvement measures, contains scope for energy improvement measures at the Buckman Direct Diversion Project (BDD). This agreement gives the City of Santa Fe permission to secure permits and install the solar and lighting measures at BDD via the GMPC contractor. The agreement also specifies the transfer of title of the assets to BDD in accordance with the City's lease purchase financing agreement for the GMPC project.

The BDD will make payments on debt service for the solar and lighting improvements through a separate Cost Sharing Agreement between the City of Santa Fe, Santa Fe County and Las Campanas.

This Energy Efficient Equipment Project agreement and the Cost Sharing Agreement facilitate and govern the responsibilities and entitlements associated with the City installing energy improvements at BDD as part of the GMPC.

The Solar Projects to be installed at the BDD Facility are a 739.2 KWdc Utility-Interactive Photovoltaic System at Booster Station 1A and a 278.08 kWdc Utility-Interactive Photovoltaic System at the Buckman Lift Station. The energy equipment will be installed by the GMPC contractor Yearout.

SCHEDULE:
The Santa Fe County Commission considers the Cost Sharing Agreement on 2/22/2021
The City considers the Energy Efficiency Equipment agreement with BDD on 2/24/2021
The City considers the Cost Sharing Agreement on 3/10/2021
The BDD considers the Energy Efficiency Equipment Agreement with BDD on 3/4/2021

ATTACHMENTS:

A. City of Santa Fe GMPC Project Memo for Governing Body meeting 2/24/2021
B. ENERGY EFFICIENT EQUIPMENT PROJECT AT THE BUCKMAN DIRECT DIVERSION FACILITY AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE BUCKMAN DIRECT DIVERSION BOARD Agreement

City of Santa Fe, New Mexico
Memorandum

DATE: **January 25, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Caryn Grosse, Facilities Project Administrator**

ITEM AND ISSUE:
Request for the Approval of Professional Services Agreement in the Total Amount of $15,442,785.00 for Energy Performance Contracting; Yearout Energy Services Company; Caryn Grosse, clgrosse@santafenm.gov, 955-5938

BACKGROUND AND SUMMARY:
The City placed a solar project as its number one priority on the ICIP list to the state legislature in the 2019 session and was appropriated $925,000 to install behind the meter solar arrays at a number of City facilities using a public private partnership. Because solar and lighting retrofits generate significant savings on energy bills, the legislative appropriation will be coupled with additional financing to solarize and retrofit more facilities. The legislative appropriation outlines this project as:

> 19-D3209, $925,000.00, Appropriation Reversion Date: 30-JUN-2023
> Laws of 2019, Chapter 277, Section 34, Para. 408, Nine Hundred Twenty-Five Thousand Dollars ($925,000.00), to plan and design a public-private partnership for solar energy systems development and installation at city facilities. Specifically the funds will be used to hire an energy services company to evaluate city facilities to have solar installed where it is the most feasible. The goal is to solarize as many facilities as possible. Additional capital in the form of bonds or private investment will be necessary.

Under the Statewide Price Agreement (SPA), pre-qualified Energy Service Companies (ESCOs) can provide Energy Performance Contracting (EPC) services for municipal governments. Energy Performance Contracting enables agencies, such as the City of Santa Fe, to employ energy efficiency and solar experts to assess opportunities for savings with energy efficiency retrofits and renewable energy, access financing and accomplish energy projects. Project costs are typically offset by the energy cost savings. Participating ESCOs commit to the EPC Statute and EMNRD's program guidelines for the energy projects.

Yearout Energy Services Company, LLC was selected from a list of seven pre-qualified ESCOs on the Statewide Price Agreement. Yearout is the only ESCO contractor headquartered and fully staffed in New Mexico, is one of three ESCOs listed as a PNM Authorized Contractor for retrofit rebates and has experience with solar and lighting retrofits for governmental entities.

Performing an Investment-Grade Energy Audit (IGA) was the first step. The IGA contract was approved by the Governing Body in July 2019, and in August the City and Yearout Energy Services Company kicked-off the project to evaluate 22 City facilities and 17 pumping and booster stations for solar, lighting and water conservation measures. The IGA included the assessment of information on 149 utility meters, 12,564 existing lighting fixtures, 759 existing domestic water fixtures, 67 existing low voltage transformers and existing building envelope conditions of 931,800 ft^2 of gross facility area.

After assessing all of the meters, buildings and systems listed above and meeting with key City stakeholders for their knowledge of the sites and energy use patterns, Yearout provided a preliminary scope, conceptual design, costs and payback estimates for solar, LED retrofit, lighting, transformer retrofits, water conservation and building envelope improvements that met the City's criterial for feasibility.

The final IGA report included 17 solar arrays, providing 2.75 MW of solar for 7 City facilities, 8 Water facilities and 2 BDD facilities, as well as a number of other Facility Improvement Measures (FIMs) which will reduce energy and water usage. A matrix showing which measures will constructed at each site is attached to this memo. New Mexico Energy Minerals and Natural Resources certified this IGA after review of the technical and financial information in the report, which is a standard part of the state's defined EPC process.

To further define the constructability of these projects and reduce risk before pursuing financing, the City amended the original contract with Yearout to include a due diligence phase for solar interconnection applications and land acquisition. The amendment amount was $169,666 + NMGRT and was executed on March 2, 2020 after approval by the Governing Body.

Activities undertaken in the due diligence phase are listed below along with current status of these items:

1. Solar Engineering Design and Interconnection Applications submitted to PNM
    a. All solar arrays must be reviewed and approved by PNM through the interconnection application process. There is risk, particularly on larger arrays, that PNM may identify grid issues with an array and request changes to solar design which may include additional grid protection hardware or other design modifications. The contractor designed the arrays and submitted the interconnection applications to PNM.
    b. PNM interconnection applications have been approved for 20 accounts as of January 19, 2021. These approved applications account for 73.3% of the proposed solar capacity.
    c. Three facilities, Buckman Booster Station 1 (~60kW), Buckman Booster Station 4 (396 kW) and BDD Lift Station (~277 kW), are still in supplemental review process. PNM has indicated that the reviews are expected to be completed by early February 2021.
    d. No applications have been denied to date.

2. Land Agreements
    a. Several of the proposed solar arrays at booster and pumping stations are on land which is not owned by the City. The City has successfully established agreements in the past to place structures, including solar arrays, for Buckman Well Field and Buckman Direct Diversion (BDD) with Santa Fe County, United States Forest Service and Bureau of Land Management who are the owners of the land of interest for the new solar arrays. Yearout subcontracted with Sauder Miller & Associates (SMA) to establish agreements with these entities for the arrays.
    b. Santa Fe County: A verbal agreement was reached for an easement agreement at Booster Station 4. The easement agreement was in final review with the City's Legal Office as of the date of this memo. The agreement is expected to be executed in February 2021.
    c. U.S. Forest Service: Special Use Permit (SUP) applications and Class I Archeological reports were submitted in August. USFS has recently requested a field study and Class III Cultural Resources report, which are in progress. This affects BDD Lift Station and BDD Booster Station 1A. This is expected to be completed in March 2021.
    d. Bureau of Land Management: Right of Way (ROW) applications were submitted in August. Field study and Class III reports were completed and submitted in December, and have been reviewed by BLM and deemed satisfactory. The City is waiting decision by BLM as to whether ROWs will be additive to existing BDD ROWs or stand-alone. This affects Buckman Booster D & Well 10, Buckman Booster Station 1, and Buckman Booster Station 3 & Well 13. This is expected to be completed in March 2021.

3. FAA Coordination
    a. Approval must be obtained by the FAA for the solar equipment proposed at the Santa Fe Regional Airport.
    b. Applications were prepared by SMA and submitted to FAA by Santa Fe Regional Airport. FAA review is expected to be completed by mid-March 2021.

The final stage is the Energy Performance Contract, under which the solar PV systems will be constructed, and the retrofits installed for energy and water conservation. The projected savings are guaranteed by the contractor, and will be measured and verified after completion of the work, and again after a year of service. The Contract also provides operations and maintenance training to City maintenance staff for the various equipment. New Mexico Energy Minerals and Natural Resources Department provides third-party certification of the measurement and verification results to ensure that the project delivers the promised savings. The savings from the measures with faster returns on investment, like water and lighting, supplement the funding for capital intensive measures like solar, as well as helping move the City of Santa Fe forward toward the goals set by the "Sustainable Santa Fe 25-year Plan."

This project will be funded via municipal financing pursued by the City of Santa Fe in the form of Tax Exempt Lease Purchase financing. Buckman Direct Diversion (BDD) Board is a party to this EPC agreement since the electric utility savings realized as a result of the new solar arrays and other FIMs on BDD facilities are being pledged to repay the financing and BDD will own the assets when the financing has been paid off.

The Preliminary Project Financial Analysis prepared by Yearout assumed a finance term of 18 years at 2.25% interest rate. The City expects to achieve a financing rate below 2.25% for financing for this project.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 90-000-18-00017AH which expires on June 12, 2023.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202404.

FUNDING SOURCE:
Unencumbered balance of the Legislative appropriation is: $627,538.25.

Project/Org/Object strings are being set up to receive funds once financing is received.

The funding source is:
Fund Name/Number: Solarization of City Facilities/Project FA183200S
Munis Org Name/Number: TBD
Munis Object Name/Number: TBD

ENERGY EFFICIENT EQUIPMENT PROJECT
AT THE BUCKMAN DIRECT DIVERSION FACILITY

AGREEMENT BETWEEN THE CITY OF SANTA FE
AND THE BUCKMAN DIRECT DIVERSION BOARD

This Agreement ("Agreement") between the City of Santa Fe ("City") and the Buckman Direct Diversion Board ("BDDB") shall be effective as of the date of the full execution of this Agreement.

RECITALS

A. The City procured an Investment-Grade Energy Audit ("IGA") performed by Yearout Energy Services Company to evaluate the Buckman Direct Diversion Facility ("BDD Facility") along with its City facilities for energy savings improvements. The IGA recommended interior LED lighting retrofits and solar projects ("BDD Energy Projects") at BDD Facility locations as returning energy savings within the timeframe parameters of the IGA.

B. The BDD Energy Projects include LED Lighting at BDD Main, Booster Station #1A, Booster Station #2A and the Buckman Lift Station ("LED Lighting"); installation of two (2) solar arrays: a 739.2 kW ground mount solar array at Booster Station #1A and a 278.08 kW ground mount solar array at the Buckman Lift Station ("Solar Projects") all as described in the IGA.

C. The City and Sterling National Bank ("Lessor") will enter into that certain Lease-Purchase Agreement dated March 29, 2021 ("Lease-Purchase Agreement") to finance the design, acquisition, construction, permitting, and installation of the energy conservation measures recommended by the IGA. The Lease-Purchase Agreement will cover the installation of the BDD Energy Projects and the City, as borrower and lessee under the Lease-Purchase Agreement, is the sole obligor under the Lease-Purchase Agreement. The City, Santa Fe County ("County"), Las Campanas Water and Sewer Cooperative ("Cooperative") and/or the Club at Las Campanas ("Club") have entered, or will enter, into a separate cost sharing agreement to pay for the cost of the BDD Energy Projects out of utility cost savings.

D. Under the Lease-Purchase Agreement, the City will take title to the BDD Energy Projects upon installation. The City and BDDB wish to transfer title of the BDD Energy Projects to the BDDB once the Energy Projects are installed, subject to the conditions specified in this Agreement.

E. The City will also enter into that certain Professional Services Contract for Energy Performance Contracting ("EPC") with Yearout Energy Services Company ("EPC Contractor") for construction, installation, and other services related to the BDD Energy Projects and other projects at City facilities.

F. The City and the County each own an undivided 50% interest in the facilities comprising the Buckman Direct Diversion Project ("BDD Project"), (excluding Las Campanas Separate Facilities), as described in the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion* ("JPA"), as amended, and the

Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project, as amended. In accordance with the JPA, the BDD Energy Projects will be appurtenant to and a part of the BDD Facility, which the City and County jointly own.

G. The permits (rights-of-way) for the BDD Facility are held by the BDDB with the United States Forest Service ("USFS") and with the Bureau of Land Management. The Solar Projects will require new permits to be issued by the USFS with the BDDB's consent and cooperation.

H. The parties wish to establish the terms and conditions under which the BDDB will agree to allow for the installation of the BDD Energy Projects at the BDD Facility and for the transfer of the BDD Energy Projects to the BDDB.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. Consent to Install BDDB Energy Projects. The BDDB agrees to allow the City and the EPC Contractor to install the BDDB Energy Projects at the BDD Facility and to obtain the necessary Special Use Permits ("SUPs") from the USFS for the installation of the Solar Projects at the BDD Facility. The SUPs shall be issued in the BDDB's name. The BDDB shall cooperate as requested or required in obtaining the SUPs.

3. Solar Projects. The Solar Projects to be installed at the BDD Facility are a 739.2 KWdc Utility-Interactive Photovoltaic System at Booster Station #1A and a 278.08 kWdc Utility-Interactive Photovoltaic System at the Buckman Lift Station as depicted and described on the Site Plans for each, attached as Exhibit A-1 (Booster Station #1A) and Exhibit A-2 (Buckman Lift Station).

4. Transfer of Title and Maintenance of Energy Projects. Upon the vesting of title in the City to each Energy Project, the City agrees to transfer title to the Energy Project to the BDDB subject to Lessor's security interest and all rights and remedies of Lessor included in the Lease-Purchase Agreement. The City and the BDDB agree to execute any and all necessary documents to effectuate the transfer subject to Lessor's rights and interests. To the extent possible, the City shall transfer all warranties and guarantees of the Energy Project, other than the Savings Guarantee, which shall remain with the City, as fiscal agent for the BDD Facility. The EPC Contractor (or its subcontractor) shall perform all services as described in the EPC for the BDD Energy Projects, regardless of the transfer of title.

5. Good Faith. The parties shall cooperate in good faith to assure that the Agreement objectives are obtained.

6. Effective Date. This Agreement shall be effective on the date it has been fully executed by each party.

7. Miscellaneous

A. No Waiver. Neither the City nor the BDDB waive any limitation of liability that may apply under state law, including but not necessarily limited to the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30 and the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, Section 37-1-23.

B. Scope of Agreement. This Agreement constitutes the entire agreement and understanding between the City and the BDDB and supersedes any and all prior agreements, and understandings, oral or written, relating to the subject matter hereof.

C. Continuing Cooperation Between the Parties. The City and the BDDB shall work together cooperatively to assist one another in procuring and maintaining all necessary approvals and consents required for the installation and operation of the Energy Projects as, described in this Agreement and shall otherwise cooperate with one another as is required to effectuate the purposes of this Agreement.

D. No Third-Party Beneficiaries. The parties do not intend by this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the City and BDDB may enforce this Agreement.

E. Neutral Construction**.** Both parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either party and shall be construed neutrally so as to carry out the intent of the parties.

F. Assignment**.** This Agreement is not assignable by either party.

G. Captions**.** Section headings in this Agreement are used solely for convenience and shall be disregarded in the construction of this Agreement.

H. Amendment. This Agreement shall not be amended except by an instrument in writing executed by the parties.

I. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

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

CITY OF SANTA FE

Alan Webber, Mayor	Date

ATTEST:

Kristine Bustos-Mihelcic, City of Santa Fe Clerk	Date

APPROVED FOR FINANCES:

Mary McCoy, City Finance Director	Date

CITY ATTORNEY'S OFFICE:

Marcos Martinez Marcos Martinez (Feb 24, 2021 10:35 MST)	Feb 24, 2021
Senior Assistant City Attorney	Date

BUCKMAN DIRECT DIVERSION BOARD

_____ _____

Anna Hansen, BDDB Chair Date

ATTEST

_____ _____

Katherine E. Clark, County Clerk Date

APPROVED AS TO FORM

_____ _____

Nancy R. Long, BDDB Counsel Date

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY'S APPROVAL OF ENCUMBRANCE OF BDD ASSETS PURSUANT TO PARAGRAPH 8 OF THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE COUNTY OF SANTA FE GOVERNING THE BUCKMAN DIRECT DIVERSION PROJECT

_____ _____

Henry P. Roybal, Chair Date

ATTEST:

_____ _____

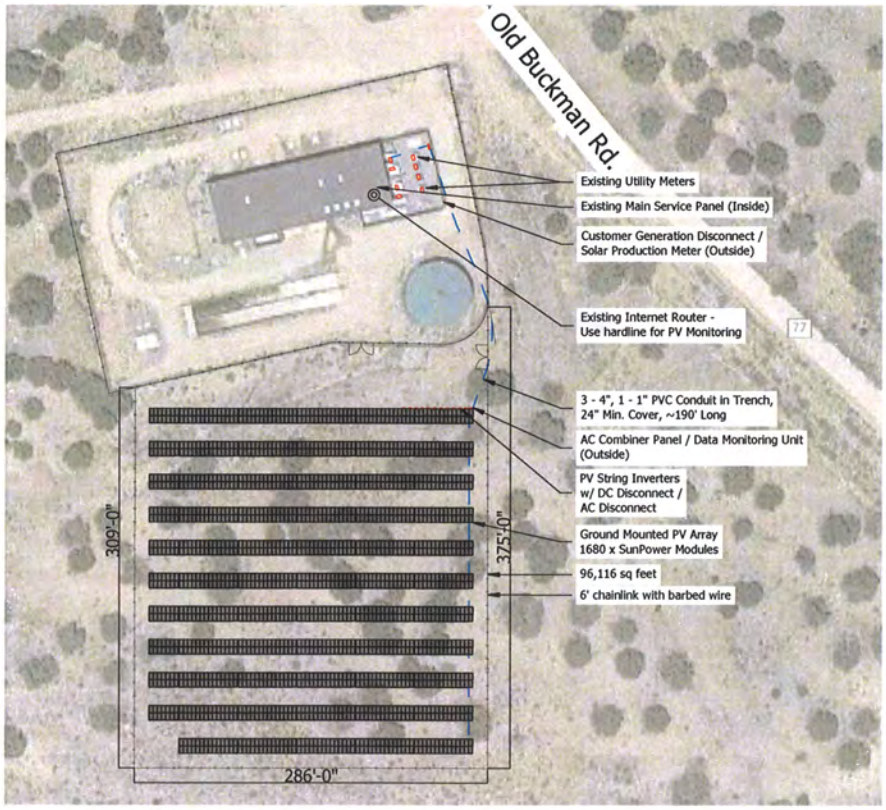
Katherine E. Clark, County Clerk Date

APPROVED AS TO FORM

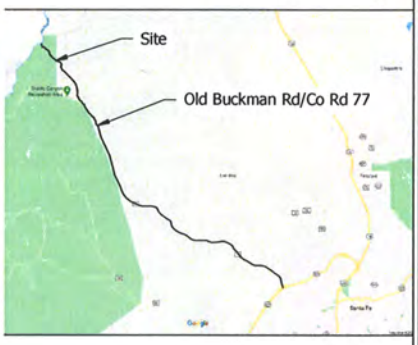
_____

Gregory S. Shaffer, County Attorney

1 Site Plan
1" = 75'



2 Vicinity Map
Scale: CUSTOM



1	Special Access Instructions: NO ACCESS ISSUES
2	Exact location of equipment and conduit is subject to minor variations during installation.
3	Estimated annual energy production is based on existing site conditions and this array layout. Annual variations in weather and module degradation will affect production.
4	Maximum PV Array Height: ~ 9'-0" A.F.G

Inverters AC Capacity: 11 x 62500 W = 687.50 kWac
Array STC Watts: 1680 x 440 W = 739.20 kWdc
Combined Fault Current: 4840 Apk, 803 Arms; 26 ms

Positive Energy SOLAR
3209 Richards Lane
Santa Fe, NM 87507
(505) 424-1112
NM Electrical Contractor's License #82573

Job 4232

Booster Station 1A

Utility-Interactive Photovoltaic System
System Size = 739.2 kWdc
Buckman Road
Santa Fe NM 87501

DESIGN SUMMARY

Number of Modules	1,680
Module Tilt Angle	30°
Module Azimuth	180°
Average Annual Shading	2.00%
Year 1 Production Estimate	1432902 kWh

DESIGN APPROVAL

I approve of this design showing all equipment and locations, and estimated production. Any change to this design may result in delays and additional costs.

Signature:

Date:

DESIGNER:
David Dashiells

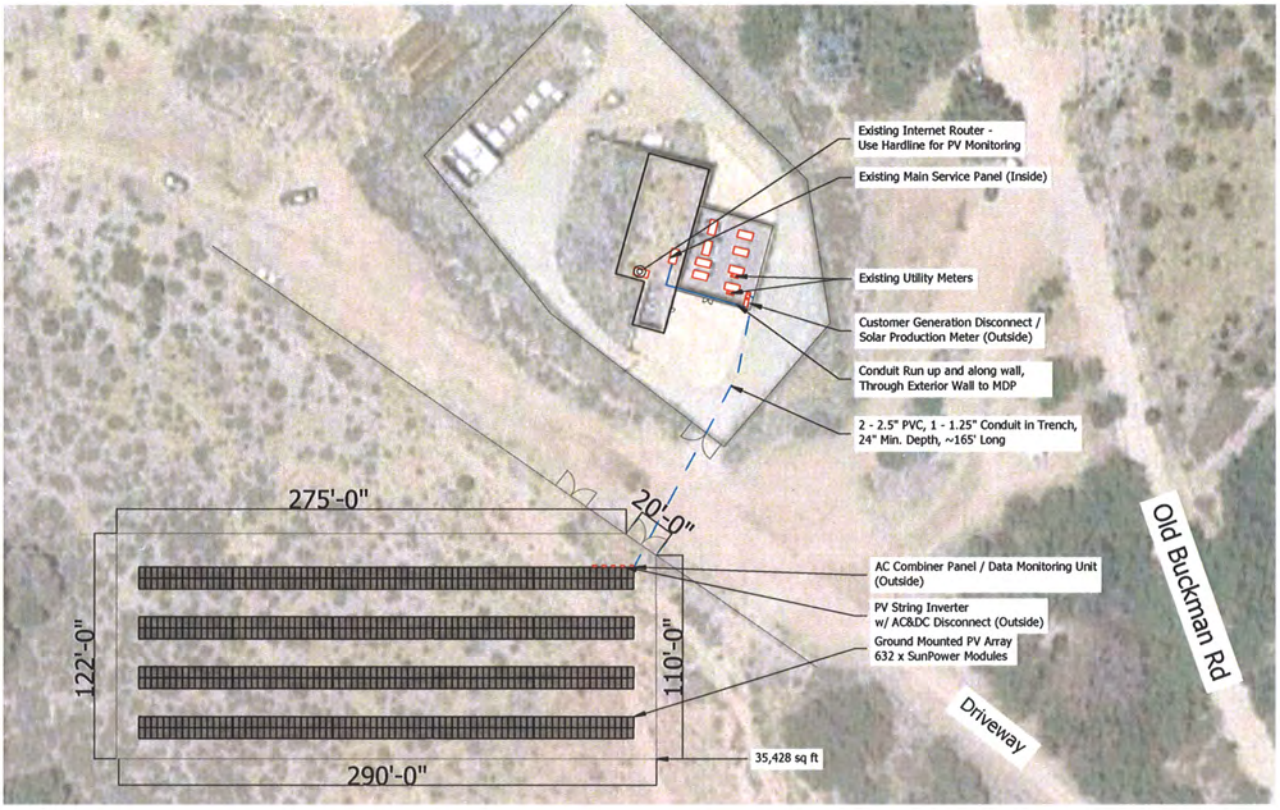
REV	DESCRIPTION	DATE
0	Initial Release	5/20/20

SITE PLAN
PV100

Exhibit A - 1

1 Site Plan
1" = 50'

0 50' 100'



1	Special Access Instructions: NO ACCESS ISSUES
2	Exact location of equipment and conduit is subject to minor variations during installation.
3	Estimated annual energy production is based on existing site conditions and this array layout. Annual variations in weather and module degradation will affect production.
4	Maximum PV Array Height: ~ 9'-0" A.F.G

Inverters AC Capacity: 4 x 62500 W = 250.00 kWac
Array STC Watts: 632 x 440 W = 278.08 kWdc
Combined Fault Current: 1760 Apk, 292 Arms; 26 ms

Positive Energy SOLAR
3209 Richards Lane
Santa Fe, NM 87507
(505) 424-1112
NM Electrical Contractor's License #82573

Job 4233

Buckman Lift Station

Utility-Interactive Photovoltaic System
System Size = 278.08kWdc
Buckman Road
Santa Fe NM 87501

DESIGN SUMMARY

Number of Modules	632
Module Tilt Angle	30°
Module Azimuth	180°
Average Annual Shading	2.25%
Year 1 Production Estimate	537899 kWh

DESIGN APPROVAL

I approve of this design showing all equipment and locations, and estimated production. Any change to this design may result in delays and additional costs.

Signature:

Date:

DESIGNER:
David Dashiells

REV	DESCRIPTION	DATE
0	Initial Release	5/15/20

SITE PLAN
PV100

Exhibit A-2

CARDENAS, GERALYN F.

From: Stefanie Beninato <info@nmmediate.com>
Sent: Wednesday, March 10, 2021 12:49 PM
To: MIHELCIC, KRISTINE M.; CARDENAS, GERALYN F.; WEBBER, ALAN M.; LAPAN HILL, JAREL; COPPLER, JOANNE V.; CASSUTT-SANCHEZ, JAMIE A.; ROMERO-WIRTH , CAROL; RIVERA, CHRISTOPHER M.; GARCIA, MICHAEL J.; VILLARREAL, RENEE D.; ABEYTA, ROMAN R.; LINDELL, SIGNE I.
Subject: AGAIN no button for public comment

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am submitting the following comments that I would like to have as part of the public record.
When I go to the link for public comment or that little icon to the farthest left THERE IS NO button for public comment except for discussion items and public hearings.
I wonder when the IT staff will correct this problem
Thank you
Stefanie Beninato
PUBLIC COMMENT 3/10/2021
SETTLEMENT 203 E SANTA FE AVE APPEAL AT DISTRICT COURT
I AM asking that you direct the CAO to go to mediation on the appeal involving 203 E Santa Fe Ave. I will send by separate email my proposas.
This case has been a waste of city and private resources due to deliberate misrepresentation of fact and law by Sally Paez Last night at the HDRB meeting, Ms Rios recounted how a member of the Board would represent the board on an appeal to city council in the early 1990s. Of course then they would have subgroups that met with applicants and then still heard the case…When Ms Rios asked Ms Paez about representing the HDRB at a council appeal she hedged and said of course she tries to represent their POV and then gave a disingenuous analogy of someone charged with DWI at magistrate court who appeals to district court and how the magistrate court would not represent its own decision. DUH The correct comparison would have been the DA who charged the defendant with DWI at magistrate court would continue to prosecute the DWI charge at district court. Ord 2-5.1 is clear that the CAO represents boards PERIOD==not just at district court. It is one of many misrepresentations of law and fact that I have had to waste time and resources on responding to for the appeal at 203 E Santa Fe Ave Please direct the CAO to go to mediation—The judge has ordered it.

Also with Michael Prinz—this issue is NOT what the city rec staff is doing now..It is the making of a secret notebook in 2016 and 2017 that contains defamatory statements and writes me up for asking why the door to the outside at the pool is open at 30 degrees…etc. Please direct Mr Prinz to address the ACTUAL issue in the appeal.
Thank you.

ALLIED SECURITY I have seen a private security guard at the plaza standing by his car while people sit on the plaza maskless and even smoke on the plaza. Taxpayers should not be paying for literally standing around. Also what events does the city anticipate happening at the Chavez center that requires this provision in the contract? We are still under fairly strict pandemic orders and the ice skating rink is not even open. There is no food service there.

APPOINTMENTS TO SALARY COMMISSION
I am opposed to the two proposed appointees who contributed to Webber's campaign. It is an APPEARANCE of conflict of interest which is generally prohibited in ethics ordinances under conflict of interest sections.

City of Santa Fe, New Mexico

memo

DATE: March 10, 2021

TO: City Council

FROM: Mayor Alan Webber

RE: Appointment of Independent Salary Commission

I would like to make the following appointments:

Independent Salary Commission
Alba Blondis – At-Large – Term Ending 2/2025 (Resume Attached)
Bridget Dixon – Santa Fe Chamber of Commerce – Term Ending 2/2025 (Resume Attached)
Troy D. Fernandez – Neighborhood Association – Term Ending 2/2025 (Resume Attached)
Maria Gale – Community Organization – Term Ending 2/2025 (Resume Attached)
Paul Hultin – Attorney – Chairman – Reappointment Term Ending 2/2025 (Resume Attached)
Andrew M. Wallerstein – Chief Executive Officer – Term Ending 2/2025 (Resume Attached)
Emily Westermeier – Human Resources Industry – Term Ending 2/2025 (Resume Attached)

Appointments 03-10-21

Final Audit Report 2021-03-10

Created:	2021-03-10
By:	Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAID-R3RN7_Lf1uDqksYpRa3saOlxTlkKn

"Appointments 03-10-21" History

Document created by Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
2021-03-10 - 4:26:00 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2021-03-10 - 4:26:37 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2021-03-10 - 4:30:37 PM GMT- IP address: 63.232.20.2

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2021-03-10 - 4:31:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-10 - 4:31:09 PM GMT

ALBA BLONDIS

Extensive experience in leadership, team building, problem resolution, interpersonal communication and advocacy.

EXPERIENCE

APRIL 2017 TO PRESENT
COMMUNITY ADVOCATE VOLUNTEER -- SANTA FE, NM

- Chaired meetings of community advocacy group to establish open communication with city leaders.
- Educated community in outreach strategies to increase local resident's access to critical services.
- Collected input from diverse individuals and presented feedback to city representatives to define community issues.
- Connected with grass-roots organizations to solidify partnerships, build support, and garner attention to community issues.
- Advocated for improvements to quality of life across area of southwest Santa Fe.
- Partnered with city representatives to resolve issues with code enforcement.

JANUARY 2017 TO PRESENT
MEMBER ST. BEDE'S EPISCOPAL CHURCH VESTRY – SANTA FE, NM

- Senior Warden (one year term) working in partnership with church rector to oversee parish finances, manage property and human resources.
- Collaborated with city representatives to extend code requirements for renovation landscaping.
- Member, sustaining communication ties with parishioners in both English and Spanish during pandemic.

EDUCATION

AUGUST 1969
ITALIAN LANGUAGE AND CULTURE – ITALIAN STUDIES
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE – EDWARDSVILLE, IL

Summer travel and study tour to solidify the acquisition of the Italian language and understand the nuances of the culture.

AUGUST 1971 BS IN EDUCATION
AUGUST 1978 MASTER OF EDUCATION: CURRICULUM AND INSTRUCTION
UNIVERSITY OF MISSOURI – COLUMBIA, MO

During the coursework required for the master's degree, I also obtained certifications in speech, drama, journalism, and Spanish. During this time, I was also teaching in northern Mexico and pursuing my master's during summers.

SKILLS

- Decision -making
- Organization
- Time management
- Critical thinking
- Problem resolution
- Troubleshooting
- Collaboration
- Communication

ACTIVITIES

Over the course of my working years, I have traveled, lived in foreign countries, worked as a publicist for a private girls' school, worked in a hospital clinic, taught English, Spanish and ESL in the US and Mexico, managed a family literacy education grant for immigrants, and worked in retail, prior to my current activities with church and community. I have been a member of professional women's organizations and served as president of those same organizations. I have been an advocate for immigrants and citizens alike in both the United States and Mexico.

This excerpt from a poem by John Donne exemplifies what should be our commitment to human kind: "No man is an island, entire of itself; every man is a piece of the continent, a part of the main. . . Any man's death diminishes me, because I am involved in mankind; and therefore never send to know for whom the bell tolls; it tolls for thee." John Donne 1623 (No Man Is An Island)

BRIDGET DIXSON, IOM

----------PROFESSIONAL SUMMARY----------

Motivated, outgoing communications professional; Highly organized and skilled in project management and event planning with background in public relations. Accurate, assertive, and adaptable multi-tasker capable of managing challenging situations and meeting critical deadlines. Effective writer, speaker, and editor.
.

----------HIGHLIGHTS----------

- Significant experience in fundraising business ownership and management
- Superior knowledge of record-keeping and budgeting
- Excellent knowledge of non-profit sector budgeting finance and standard practices
- Creative team player
- Exceptional oral and written communication skills
- High proficiency in MS Office Suite including Access Excel and Word
- Effective public speaker
- Organized and efficient
- Strong management and leadership skills

----------EXPERIENCE----------

President at the Santa Fe Chamber of Commerce
November 2019- Present

Spokesperson and liaison for the Chamber of Commerce in all interactions with other groups or organizations and individuals. Responsible for development, implementation and accomplishments of all activity conducted by the Chamber of Commerce.

Responsible for the design and implementation of a comprehensive marketing plan that achieves the Chamber's annual budget revenue goals. Manages all internal and external marketing tools.

Oversees the administration of operations. This includes jobs activity that would entail reviewing and evaluating program activities, overseeing the coordination and compliance of any contractual obligations and commitments the Chamber may need to fulfill, allocating Chamber resources for the purposes of effective and efficient business operations and development of Chamber organizational and administrative policies, program goals and objectives as chartered by the Chamber's Board of directors.

Vice President at the Santa Fe Chamber of Commerce

August 2016 - Present

Supports for the comprehensive marketing plan that achieves the Chamber's annual budget revenue goals. Supports all internal and external marketing tools, including, but not limited to: Chamber event promotional media, social media, website, newsletter, membership sales materials, signage, presentation tools & materials; and membership retention tools. Responsible for developing an annual membership plan which includes calendar and budget goals. Manages all event sponsorships and membership acquisition and retention campaigns.

Business Membership and Events Manager at the Santa Fe Chamber of Commerce

August 2010 - August 2016

Maintained assigned account bases while developing new accounts, located and contacted potential clients to offer Chamber membership services, and coordinated monthly "Business-After-Hours" and "Business-Over-Breakfast" events which provide excellent venues for networking. Expanded new membership by 30%. Oversees the sales department.

----------EDUCATION/PROFESSIONAL CERTIFICATIONS----------

- University of Phoenix. (1992-96) – **B.A. Business Management and Administration**

- Western Association of Chamber Executives **–** (W.A.C.E**.).** Academy is an interactive three-year training program on chamber management essentials designed for today's chamber executives and staff professionals.

- Institute for Organization Management - IOM graduate recognition for completing a 3-year comprehensive course of study in nonprofit management through the U.S. Chamber of Commerce Foundation's Institute for Organization Management program.

----------COMMUNITY SERVICE ----------

- Food Depot – Board Member
  May 2018 – Present

Troy D. Fernández

EDUCATION

The University of Chicago
M.A., The School of Social Service Administration. June 1998.

The University of New Mexico
B.A., Spanish/Asian Studies. May 1994.

EXPERIENCE

Los Alamos National Laboratory, **Employee Assistance Program, Psychotherapist** (02/2019−Present)

- Provide individual psychotherapy to adolescents and adults.
- Provide marital and family psychotherapy to couples.
- Develop and provide lab-wide presentations on a variety of mental health topics.

Fernandez Counseling, LLC, **Psychotherapist** (01/2017−2/19)

- Provide individual psychotherapy to children, adolescents, and adults.
- Provide marital and family psychotherapy to couples.
- Provide child specialist, mediation, and divorce communication specialist services for the Collaborative Divorce Process.

Troy Fernandez Consulting, P.C., **President** (07/2001−01/2017)

- Provided consultation, project direction, coordination, and evaluation to a variety of social service agencies.
- Conducted program evaluation over three years (2008-2010) for the *Alamosa Mentoring Project* through Youth Development, Inc., located in Albuquerque, New Mexico, which included creation of survey instruments, statistical analysis, and report writing throughout the grant cycle.
- Developed culturally competent curricula for the *Hispanic Youth Initiative*, a project administered by the *Santa Fe Community Partnership* that addressed violence among middle school students by incorporating cultural competencies to improve communication and issues related to violence.
- Meditated between the *Chimayo Crime Prevention Organization* and *Hands Across Culture* for a restorative justice project under the auspices of the Santa Fe County District Attorney's Office.
- Provided, individual, family, and couples psychotherapy.
- Conducted training on Cultural and Linguistic Competency and best practice guidance on providing interpretation in behavioral health settings. The trainings were also offered to clinicians (doctors, nurses, and therapists) who receive interpretation services in a variety of behavioral health settings.

OptumHealth New Mexico, **Manager of Compliance Process and Control** (06/2014-01/2015)

- Managed and directed staff of six, who ensured compliance for the Fraud Waste and

Abuse Unit that oversaw 24 managed care plans in 24 states.
- Oversaw the process by which new procedures were designed and followed within the Fraud Waste and Abuse Unit.
- Oversaw standard operating procedures to ensure work flows were consistent across various components of the business unit.
- Conducted internal audits in anticipation of audit questions that came from external partners and clients.
- Oversaw regulatory reporting arm to ensure that all reporting was conducted in accordance with state regulations in the 24 books of business I helped manage.

OptumHealth New Mexico, **Clinical Program Director for Access to Recovery Program and Director of the New Mexico Corrections Department Contract** (03/2009–06/2014)
- Facilitated the oversight, coordination, and delivery of the Access to Recovery Program for seven counties across New Mexico.
- Provided Network Management, which included the oversight of contract deliverables, quality of care, and credentialing for 190+ providers.
- Oversaw Federal Grant program deliverables, which included preparation of quarterly and annual reports to the Federal government for the New Mexico Access to Recovery program.
- Collaborated with State Partners and community stakeholders and advocates to address system of care issues and strategies for the Access to Recovery Program and the New Mexico Corrections Department provider network.
- Provided clinical and policy consideration guidance for the New Mexico Access to Recovery Program.
- Provided system of care and budget allocation guidance to the New Mexico Corrections Department.

OptumHealth New Mexico, **Regional Director** (03/2009–03/2010)
- Facilitated the oversight, coordination, and delivery of adult and child mental health services for nine counties in Northern New Mexico.
- Provided Network Management which included the oversight of contract deliverables, quality of care, and claims issues resolution for 50+ groups and facilities and 200+ individual providers.
- Oversaw Federal grant program deliverables and budgets to include management of the New Mexico Access to Recovery program.
- Collaborated with State partners and community stakeholders and advocates to address systems of care issues and strategies.
- Supervised a staff of 13 employees.

New Mexico Department of Cultural Affairs, **Deputy Secretary** (01/2007–03/2009)
- Assisted in overseeing eight museums, six state monuments, a museum resource division, and several other cultural entities within the Department.
- Assisted in managing $40 million budget.
- Functioned as a high-level liaison between the Department and Legislative and Executive branches of government.
- Oversaw all policy and personnel matters for the Department, including all negotiations with union contracts, internal policy review and creation, review of all disciplinary actions, and actively participated in a variety of conflict resolution situations.

- Chaired various committees and functioned as a representative from the Office of the Secretary to all the Department's Boards of Directors.
- Functioned as the Department's Alternative Dispute Resolution Coordinator.
- Assisted in the guidance and oversight 15 Program Directors.

New Mexico Department of Cultural Affairs, **Deputy Director, National Hispanic Cultural Center** (04/2006–12/2006)

- Assisted in managing $2.8 million budget.
- Assisted in managing day-to-day operations of a museum, performing arts center, restaurant, history and literary arts programs, and various educational initiatives.
- Assisted in managing and directing a staff of 37 to accomplish the Center's mission to create an awareness and appreciation of Hispanic culture and its many facets at local, national, and international levels.

New Mexico Department of Cultural Affairs, **Interim Director, National Hispanic Cultural Center** (04/2005-04/2006)

- Managed $2.8 million budget.
- Managed day-to-day operations of a museum, performing arts center, restaurant, history and literary arts programs, and various educational initiatives.
- Managed and directed a staff of 37 to accomplish the Center's mission to create an awareness and appreciation of Hispanic culture and its many facets at local, national, and international levels.

New Mexico Department of Health, **Special Projects Coordinator** (04/2004–04/2005)

- Facilitated and coordinated Jackson Lawsuit and Louis Lawsuit action teams, which addressed mandates from the court.
- Mediated dialogue between plaintiffs and the State of New Mexico in attempts to settle the Jackson Lawsuit.

New Mexico Health Policy Commission, **Deputy Director** (01/2003-04/2004)

- Managed a $1.3 million budget.
- Oversaw day-to-day operations and directed a staff of 17 in research, data collection and analysis for various projects that guided the development of health policy for New Mexico.
- Assisted in the development a bi-national health agreement addressing border-health issues between New Mexico and the government of Mexico. This agreement was signed by the Mexican Government and the Governor of New Mexico.

Family Court Services, First Judicial District, **Court Clinician I** (06/2001–01/2003)

- Conducted mediation and settlement facilitation, priority consultation, and advisory consultation around child custody matters.
- Gathered information, reviewed, and analyzed documents.
- Drafted and prepared parenting plans, prepared priority and advisory consultation reports and recommendations regarding time-sharing, residency, custody and other issues as determined by the court.

Santa Fe Community Infant Project, **Clinical Director** (07/1999–07/2001)

- Helped create a model that addressed infant mental health issues in Santa Fe County
- Provided infant mental health and therapeutic home visits to Spanish-speaking families in Santa Fe County.

Santa Fe Community Guidance Center, **Staff Therapist** (06/1999–06/2001)

- Provided individual, group, and family psychotherapy to adults and adolescents, including individuals diagnosed with substance abuse disorders/addiction as well as individuals diagnosed with co-occurring disorders.
- Taught Dialectical Behavioral Therapy groups to adults suffering from Borderline Personality Disorder.

Juvenile Protective Association, **Staff Therapist** (06/1998–06/1999)

- Provided individual and family psychotherapy to families in Chicago, Illinois.
- Provided permanency-planning consultation to the Illinois Department of Children and Family Services.

Sonia Shankman Orthogenic School, The University of Chicago, **Intern** (09/1996–06/1997)

- Provided group and individual psychotherapy for emotionally disturbed children.

United States Senate, **Intern for U.S. Senator Jeff Bingaman** (01/1993–10/1994)

- Worked with protocol and constituency correspondence in and out of the U.S.
- Organized meetings, including a visit from the U.S. President and Vice President.

APPOINTMENTS

Upaya Institute and Zen Center, Board of Directors, **Director** (04/2007-Present)

- Provide leadership and direction for the Center, its staff, and residents.

Santa Fe 400 Anniversary Inc., Board of Directors, **Vice President** (06/2007-03/2010)

- Provided leadership and direction for an organization created to organize and carryout the events commemorating the City of Santa Fe's 400year Anniversary.

Cornerstones Community Partnership, Board of Directors, **Director** (09/2007-03/2010)

- Provided leadership and direction for an organization dedicated to the preservation of New Mexico's traditional/historic architecture.

Spain's Young Hispanic Leaders Program, **Member** (06/2005)

- Selected by Spain's government from among 1,500 Hispanic leaders across the country to participate in the annual *Programa de Jovenes Lideres Hispanos*. The program enhances relations between Spain and the U.S. by inviting future Hispanic leaders to visit Spain to familiarize them with its new political, economic, social and cultural environment.

Santa Fe Rape Crisis Center, Board of Trustees, **Vice President** (11/2002-12/2004)

- Developed and planned the opening of the new Santa Fe Rape Crisis Center. Among the finest rape crisis facilities in the nation, the Center opened in March 2004.

Mayor's Human Services Committee, **Member** (03/2002-12/2004)

- Appointed by the Mayor of Santa Fe, the six-member committee reviewed the needs of various human services organizations and distributed to them $750,000 in city funds.

Medicaid Advisory Committee, **Member** (01/2003-04/2004)

- Voting member of committee devoted to advising the Secretary of Human Services on

critical Medicaid issues and policy development.

Governor of New Mexico, Bill Richardson's Transition Team, **Member** *(11/2002-01/2003)*

- Served on a 20-member team that assisted the Governor in assembling his administration. Principal among our duties was conducing and in-depth SWOT Analysis of the State's various departments.

PUBLICATIONS

- Fernandez, Troy. "Our Sacred Mother the Earth." Faith and Transformation Votive Offerings and Amulets From the Alexander Girard Collections. Ed. Doris Francis. Santa Fe, NM: Museum of New Mexico Press, 2007. 26-27.
- *The Road to Chimayo* (University of New Mexico Press, 1998).
- *Southern Colorado Farmers Market: An Oral History* (Library of Congress, 1995).

PRESENTATIONS

- *Policy Directive Coordination.* New Mexico Latino Behavioral Health Policy Summit, Albuquerque, New Mexico, September 22, 2007.
- *The Multicultural Aspects of Being with Dying.* End of Life Care: Being with Dying Conference, Upaya Zen Center, Santa Fe, New Mexico, March 16 – 23, 2007.
- *Cultural Competencies and Language Barriers Impacting Hispanics Access to Mental Healthcare Services.* Conference of Latino Legislators, La Jolla, California, August 25 – 27, 2004.
- *Cultural Competency Workshop for Mental Health Professionals*. Sangre de Cristo Community Health Partnership, Santa Fe, New Mexico August 17, 2005.
- *Clinical faculty with professional training program on Integral End-of-Life Care and Compassionate Care of the Dying,* Santa Fe, New Mexico, 24-31 March 2006 and 16-23 March 2007.
- *Oral Mosaics of New Mexico History* at the American Association of State and Local History's Annual Meeting, Phoenix, Arizona, 20-23 April 2006.

INTERESTS

- Speak and write Spanish fluently.
- Oral Historian. Presented over 20 lectures on *Roadside Crosses of North Central New Mexico: Their Makers and Their Meaning* in a variety of venues including the University of Chicago Divinity School, The National Oral Historians Annual Conference, and many communities throughout New Mexico.
- Collector of Spanish Colonial, Indian, and Modern art.
- Ordained novice Zen Buddhist priest.

PAUL HULTIN

EDUCATION AND PROFESSIONAL

University of Michigan, B.A. (with distinction) 1967, J.D. 1973

Member of Colorado and New Mexico Bars

Law clerk, Colorado Supreme Court, 1973-74.

Private practice of law: Denver, CO 1974-2012, Santa Fe, NM 2012-present: civil trials, election law, water and climate-change law, intellectual property, and art law.

Pro bono

Conroy v. Dennis (Colorado). First successful court challenge to use of electronic voting machines without paper ballot backup.

New Energy Economy v. PNM Filed Amicus Curiae brief in New Mexico Supreme Court on impacts of climate change on behalf of City of Santa Fe and 37 not-for profit community and environmental organizations.

COMMUNITY

Member, Colorado Election Reform Commission. (2006-2009)

Counsel, Santa Fe Charter Review Commission, 2013

Chair, Santa Fe Independent Salary Commission 2017-2020

Center for Contemporary Arts, Board of Directors and Board Chair 2013-2018

MARIA GALE

OBJECTIVE

To continue to serve this community in a volunteer capacity. My ongoing goal is to participate fully in civic life to enhance the quality of life for current and future generations.

SANTA FE COMMUNITY SERVICE EXPERIENCE

Center for Contemporary Arts, Santa Fe Chair, Board of Directors. Active from 2016 to present.

Museum of New Mexico Foundation, Treasurer, Board of Trustees. Active 2017 to present.

Lensic Performing Arts Center, Trustee, 2017 to present.

The Friendship Club, Member and service on various Board committees, 2000 to present.

International Folk Art Market, Member, Board of Directors, 2016 to 2018.

Santa Fe Preparatory School, Parent Association Representative, 2016 to 2020.

EDUCATION

Princeton University, Bachelor of Arts, 1988

Case Western Reserve University, Master of Social Service Administration, 1991.

PROFESSIONAL EMPLOYMENT

I worked as a Medical Social Worker and Psychotherapist for 10 years in Cleveland, Albuquerque and Santa Fe.

Andrew M. Wallerstein

Professional Experience:

Avalon Trust, Santa Fe, NM
2004 - Present

- CEO and Principal of Avalon Trust, an independent investment management firm and trust company founded a decade ago. Responsibilities include strategic planning, management of client portfolios, as well as being a member of the investment committee. Avalon works with a limited number of individuals, family groups, foundations and nonprofits, providing advice and counsel. Avalon's client focused approach aligns portfolio holdings with personal, tax and philanthropic considerations, providing our clients with individualized advice and management.

Baldwin Brothers, Marion, MA and Providence, RI
1990-2006

- Partner in an independent investment advisory firm providing money management services to individuals and institutions throughout the United States. Over a sixteen year period responsibilities included portfolio management, client relationships, marketing the firm to prospective clients and responsibility for the startup of in-house investment funds.

Past Board Experience – For Profit:

Chelsea Green Publishing, Whiteriver Junction, VT

- Served as board member and raised private capital for press founded in 1984. They are the preeminent U.S. publisher in the environmental and sustainable living area, including renewable energy, green building and organic gardening.

Tianjin ITI – Halion Electronics Company, Los Angeles, CA

- Served as a board member of this joint venture between a United States based lighting company and a Chinese electronics firm. The venture developed innovative energy saving lighting applications for the electronics and automotive industries with production and sales based in the United States as well as China.

EcoHealth, Boston, MA

- Served as a board member and raised capital for this startup healthcare company that developed a product for the prevention of Lyme Disease in conjunction with researchers at the Harvard School of Public Health.

Board/Committee Experience – Nonprofits Past and Present:

Marion Institute, Marion, MA

- Founding board member of the Institute that promotes and supports innovative models and programs that address change in diverse areas including the environment, ecology, health and healing and philanthropy.

Social Venture Partners of Rhode Island, Providence, RI

- Founding partner of SVPRI, a partnership to foster a new entrepreneurial approach to philanthropy and investment in the nonprofit community. This is accomplished by bringing together experienced business leaders who help nonprofits develop alternative sources of capital apart from traditional funding sources.

International Institute, Providence, RI

- Served as a member of the investment committee, managing the endowment of this refugee resettlement organization.

Gordon School, Providence, RI

- Co-Chairman of the investment committee of this independent school. During tenure, the endowment grew from $1.5 to $6.0 million. The committee managed the endowment as well as helped with fundraising.

The Wolf School, Providence, RI

- Founding Chairman of the Board of the school founded in 1999 to serve children with significant learning disabilities throughout New England. The enrollment has grown from 3 students to 52 students over the 9 years, serving children in grades 1-8.

Middlebridge School, Wakefield, RI

- Founding board member of a new boarding school opening in September 2008. The school will serve children from throughout the United States, employing an innovative learning model for children with significant learning disabilities in grades 9-12.

Educational Background:

Brown University, Providence, RI
1979

- B.A. Art History/Political Science

Anderson School of Management UCLA, Los Angeles, CA
1986

- MBA Finance

EMILY M. WESTERMEIER, SHRM-CP

EXPERIENCE

Pebble Labs Inc. | Santa Fe, New Mexico | August 2018 – Present

Director of Human Resources & Talent Acquisition

November 2020 – Present

Pebble Labs is a biotechnology research and development company focused on developing solutions to safely and sustainably increase natural crop yield and food security.

- Create, develop, implement and manage company-wide policies, including but not limited to, COVID-19, work-from-home / remote work, code of professional conduct, flexible time off, travel, relocation, media, policy manual, etc.
- Act as the Communications Officer by driving and delivering internal communications to the team
- Part of the transformational change task force as the company re-organized to a matrix organization
    - Proactive and integrate with organizational teams to assist on managing the change and meeting their new goals
- Assisted the Chief Technology Officer in strategizing an overhaul of the structure of Science Team projects
- Active member of our due diligence committee to complete documents and data needed for ongoing fundraising, partnership, and other due diligence conversations
- COVID-19 management including building a training program, COVID-19 processes, managing our facility as an essential business and transitioning some individuals to work-from-home
- Reduction in Force (RIF) and furlough management
    - Due to COVID-19 assisted in managing a reduction in force and following furloughs
    - Monitored and established personnel reviews, lay off packages, company wide and group communications, and resume assistance for those affected
- Active member of the Safety Committee
- Assisted in implementing retention plans for key personnel
- Continued to lead the talent acquisition process including recruiting, hiring, on-boarding and off-boarding for every division
    - Executed all passive recruiting searches internally
- Developed and implemented new supervisor and ongoing supervisor training program
- Responsible for all records maintenance and regular record audits
- Took over control of all social media, website, and other marketing / communications needs

Human Resources & Recruiting Manager

August 2018 – November 2020

My main focuses in this role were to build a talent acquisition and people system from the ground up and manage or implement all benefit programs.

- Responsible for executing bi-monthly payroll management
- Developed and implemented a company wide recruiting process resulting in 49 hires in 2019 nationally or internationally with relocation packages
- Created and implemented a formalized on-boarding program and off-boarding process
- Responsible for management of all benefits

    - Lead implementation of a 401k, Dependent Care Assistant Program, Short Term Disability Insurance, Long Term Disability Insurance, and Life Insurance
    - Manage all benefits including health, vision, dental, and new programs
- Developed and implemented a performance management process
    - Initiated and implemented a Career Tracks Program
    - Revised existing annual and mid-year review processes and forms included implementing monthly 1-1s, building goals and skills forms, and leveling exercises for compensation standardization

Corrigo Consulting, LLC | Carmel, Indiana | July 2014 – August 2019

Division Manager

Corrigo Consulting is a solutions based recruiting firm who maximizes business impact and transforms careers by aligning people, purpose, and results.

- Responsible for developing new industries and creating business development and recruiting guides for new hires primarily focused on executive recruiting
- Supervised and managed a team of 2 to develop new industries
    - Primarily focused on new business development and recruiting activities
- Formalized all recruiting and new business development process for new industries including ongoing training guides
- Launched video development for key positions including posting recruiting videos to our website, LinkedIn, and other industry specific channels
- Generated over $250,000 in recruiting sales annually
- Centralized our recruiting CRM including choosing a vendor, development of unique processes to the company, and implementation to all employees
- Initiated, designed, and managed a website

ESTAR Productions | Carmel, Indiana | June 2013 – September 2014

Consultant

ESTAR Productions is a marketing consulting firm focused on working with small business owners to incorporate social media, website development and management, and operations and process development.

- Responsible for business development of new small business clients
- Successfully landed 4+ small business clients for marketing and operations management
- Enhanced client's websites and process management
    - Including new website development, launching social media accounts, and developing strategic plans for conversions from web or social traffic

Helen Wells Agency | Carmel, Indiana | May 2020 – June 2013

Business Development

November 2020 – Present

The Helen Wells Agency is the premier talent agency in the Midwest. The Helen Wells Agency focuses on talent, photography, and video production solutions for clients nationally.

- Managed and directed the sales process of pre-production, production and post-production of all video and studio projects internal + external
- Organized and led a team of videographers, photographers and graphic designers for each specific client project

- Researched and reorganized sales department marketing efforts including rebranding, marketing campaign and website redesign
  Initiated deal negotiations, contract development, due diligence and other business development projects
- Developed and maintained relationships with prospective and existing clients

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EDUCATION

Ball State University | 2008 - 2012

Bachelor of Arts in Telecommunications with a Spanish Minor, Cum Laude

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VOLUNTEER

Junior League of Indianapolis | Indianapolis, IN | 2017 – 2020

Nominating Committee Member at Large | 2019 – 2020

- Committee member focused on selecting candidates for the 2020 – 2021 League Leadership Positions
- Examined skills and characters needed in Board members, President and other Leadership candidates through application reviews, interviews, and collective discussions.

Training Committee Co-Chair | 2018 – 2019

- Responsible for serving as Co-Chair for all trainings in the 2018 – 2019 League year for over 200+ active members
- Worked and managed a committee to deliver 1 – 2 trainings per month with 2 signature all-day training events

Alpha Chi Omega | Indiana | 2014 – 2020

Recruitment Advisor at Ball State University | 2014 – 2020

- Working with undergraduate members elected to the recruitment team on event planning, project management, process implementation and organizational skills
- Collaborate and volunteer with Alpha Chi Omega Headquarters on biennial recruitment leadership training conference

Panhellenic Advisor at IUPUI | 2016 – 2019

- Work with an undergraduate member elected to Panhellenic Committee on community communication, effective internal communication, process implementation and organizational skills

The Center for the Performing Arts | Carmel, Indiana | 2014 + 2015

Encore Gala Celebration Committee Member

- Active member of the Encore Gala Celebration focused on attracting young professional through social media, invitations, and networking to attend a Gala that inducts performers into Michael Feinstein's Great American Songbook Hall of Fame

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 02/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

Consideration of Bill No. 2021-__: An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Councilors Cassutt-Sanchez and Abeyta) (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-5937)

Committee Review:
Quality of Life Committee: 2/3/21
Public Works and Utilities Committee: 2/8/21
Governing Body (request to publish): 2/10/21
Governing Body (public hearing): 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Governing Body

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

19. PUBLIC HEARINGS

a. CONSIDERATION OF BILL NO. 2021-5. ADOPTION OF ORDINANCE ____. (Councilor Cassutt-Sanchez, Councilor Abeyta and Councilor Villarreal)

An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-6729)

COMMITTEE REVIEW:

Quality of Life Committee: 02/3/21
Public Works and Utilities Committee: 02/8/21
Governing Body (request to publish): 02/10/21
Governing Body (public hearing): 03/10/21

Name: Stefanie Beninato
Comment - 03/10/2021 12:40 PM: (No Vote)

PUBLIC HEARING A GREEN CODE Problems with the mechanical provisions especially ventilation. The code calls for such tight building envelopes that buildings no longer breathe. And opening windows often do not count as a ventilation system requiring more mechanical equipment that can disturb the quiet of the home and lead to more costs. Since Santa Fe is so unaffordable now, I would ask you make some changes-clarifications there.

Also I have heard that the city will require those seeking permits including owner builder permits to hire a green code specialist to certify that the green code is met. We are paying land use staff higher salaries in part because of their alleged expertise. This type of requirement will lead to higher costs. I know that when I did an addition, I had to get an engineer to certify that a 2x10 beam spanning 18 ft would be structurally adequate. The engineer used a simple calculation available in code books, I believe. Why isn't the city staff doing this type of review?

City of Santa Fe New Mexico
Memorandum

Date: January 28, 2021

To: Quality of Life Committee, Public Works and Utilities Committee, and the Governing Body

Via: Elias Isaacson, Planning and Land Use Director ESI
ESI
Sally Paez, Assistant City Attorney SAP
SAP

From: Jason M. Kluck, Assistant Land Use Director jmk
jmk

RE: Adoption of the 2018 New Mexico Energy Conservation Code with associated code cycle reference updates to the City Residential Green Building Code

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EXECUTIVE SUMMARY:

The proposed legislation would amend the City's energy conservation code included in the City's Building Code, Subsection 7-1.1(A)(7), SFCC 1987. Specifically, the legislation would adopt the 2018 New Mexico Energy Conservation Code, which was already adopted by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division on September 25, 2020. The 2018 New Mexico Energy Conservation Code adopted the 2018 International Energy Conservation Code, as amended. *See* 2018 New Mexico Residential Energy Conservation Code, 14.7.6 NMAC (5/27/2004, as amended through 9/25/2020); 2018 New Mexico Commercial Energy Conservation Code, 14.7.9 (9/25/2020). The proposed legislation also amends SFCC Section 7-4.2 – Residential Green Building Code to update associated code cycle references.

Under state law, the City's building codes must meet or exceed the requirements set forth in the State's building codes. *See* NMSA 1978, § 3-17-1(A) (providing that building codes adopted by municipalities may not conflict with New Mexico laws or valid regulations issued by a state agency and must provide for "minimum requirements at least equal to the state requirements on the same subject"); NMSA 1978, § 60-13-44 ("All political subdivisions of the state are subject to the provisions of codes adopted and approved under the Construction Industries Licensing Act. Such codes constitute a minimum requirement for the codes of political subdivisions."). The City is required to impose the new requirements no later than April 1, 2021. *See* 14.7.6.5 NMAC; 14.7.9.5 NMAC.

BACKGROUND:

Model energy codes for building construction are critical for increasing energy efficiency of new and remodeled buildings. These codes not only ensure a minimum standard of energy consumption, primarily through requirements that reduce heating, cooling, and lighting loads, but

they also impact safety and comfort through requirements for air ventilation and reducing moisture accumulation and mold. Building energy codes focus on three primary areas: building envelope, mechanical systems, and lighting systems. The building envelope includes roof, wall, and floor insulation; window, door, and skylight performance; and air leakage. Mechanical systems look at efficiency of space heating and cooling, water heating equipment, ventilation, system controls, and duct and pipe insulation. Lighting systems focus on efficiency of lighting equipment and requirements for lighting controls. Energy codes for new construction and remodeling also have important equity impacts by lowering utility bills for the poorest occupants and by increasing the quality and longevity of building construction, thus reducing overall maintenance costs. Energy efficiency measures generally result in significant direct utility cost savings, which can result in life cycle savings of more than quadruple the initial investment cost.

The City of Santa Fe has shown leadership in adopting advanced codes for energy efficiency. In 2009, Santa Fe adopted a residential green building code that required all new residences to get a Home Energy Rating Score (HERS) that meets a minimum threshold. The adoption of the 2018 energy code is projected to make new homes and commercial buildings approximately 20% more efficient than they were under the previous state code with multiple paths to meet performance criteria for more construction types. Residential construction will still meet the City's more stringent green code requirements without significant additional required measures and with an anticipated cost of less than 1% of the median home value in Santa Fe.

ACTION REQUESTED:

Staff recommends that the Committees should make a positive recommendation to the Governing Body concerning the proposed legislation and that the Governing Body should adopt the proposed legislation.

ATTACHMENTS:

Bill
Attachment A – 2018 New Mexico Residential Energy Conservation Code
Attachment B – 2018 New Mexico Commercial Energy Conservation Code
Attachment C – Analysis of changes from the 2009 to 2018 code
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-5

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

Councilor Roman "Tiger" Abeyta

Councilor Renee Villarreal

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING SECTION 7-1.1 SFCC 1987 TO ADOPT THE NEWEST VERSION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AS ADOPTED AND AMENDED BY THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION; AND AMENDING SECTION 7-4.2 SFCC 1987, CITY OF SANTA FE GREEN BUILDING CODE, TO UPDATE CODE REFERENCES IN CONJUNCTION WITH THE ADOPTION OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AS ADOPTED AND AMENDED BY THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION.

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

Section 1. Section 7-1.1 of SFCC 1987 (being Ord. No. 2008-1, § 3, as amended) is amended to read:

7-1.1 Adoption of codes.

A. For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area,

unobstructed maintenance of required yards, and maintenance of buildings or structures within the planning and platting jurisdiction of the city, the following provisions and codes are adopted by reference and incorporated as fully as if set out herein unless otherwise amended by the city:

(1) Section 14.5.1 New Mexico Administrative Code (NMAC) General Provisions;

(2) Section 14.5.2 New Mexico Administrative Code (NMAC) Permits;

(3) Section 14.5.3 New Mexico Administrative Code (NMAC) Inspections;

(4) 2015 New Mexico Commercial Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.2), as may be amended from time to time, which adopts and amends the International Building Code (IBC);

(5) 2015 New Mexico Residential Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.3), as may be amended from time to time, which adopts and amends the International Residential Code (IRC);

(6) 2015 New Mexico Earthen Building Materials Code adopted by the state of New Mexico construction industries division (NMAC 14.7.4), as may be amended from time to time;

(7) [~~2009~~] 2018 New Mexico Energy Conservation Code adopted by the state of New Mexico construction industries division (NMAC 14.7.6, residential code; and NMAC 14.7.9, commercial code), as may be amended from time to time, which adopts and amends the International Energy Conservation Code (IECC);

(8) 2015 New Mexico Existing Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.7), as may be amended from time to time, which adopts and amends the International Existing Building Code (IEBC);

(9) 2015 New Mexico Historic Earthen Buildings code adopted by the state of New Mexico construction industries division (NMAC 14.7.8), as may be amended

from time to time;

(10) 2015 New Mexico Plumbing Code adopted by the state of New Mexico construction industries division (NMAC 14.8.2), as may be amended from time to time, which adopts and amends the Uniform Plumbing Code (UPC), and as further amended in Sections 7-1.8 and 7-1.9 SFCC 1987;

(11) 2012 New Mexico Swimming Pool, Spa, and Hot Tub Code adopted by the state of New Mexico construction industries division (NMAC 14.8.3), as may be amended from time to time, which adopts and amends the Uniform Swimming Pool, Spa, and Hot Tub Code (USPSHTC);

(12) 2015 New Mexico Mechanical Code adopted by the state of New Mexico construction industries division (NMAC 14.9.2), as may be amended from time to time, which adopts and amends the Uniform Mechanical Code (UMC);

(13) 2012 New Mexico Solar Energy Code adopted by the state of New Mexico construction industries division (NMAC 14.9.6), as may be amended from time to time, which adopts and amends the Uniform Solar Energy Code (USEC);

(14) 2017 New Mexico Electrical Code adopted by the state of New Mexico construction industries division (NMAC 14.10.4), as may be amended from time to time, which adopts and amends the National Electrical Code (NEC); and

(15) 2012 New Mexico Electrical Safety Code adopted by the state of New Mexico construction industries division (NMAC 14.10.5), as may be amended from time to time, which adopts and amends the National Electrical Safety Code (NESC).

B. Any person violating or failing, neglecting, or refusing to comply with the provisions of the codes set forth in paragraph A. above or the other requirements of this chapter shall be subject to the enforcement provisions set forth in Sections 1-3 and 14-11 SFCC 1987.

C. A copy of the codes set forth in paragraph A. and this chapter shall be kept on file in the office of building inspections and shall be available for public inspection at all reasonable times.

Section 2. Section 7-4.2 of SFCC 1987 (being Ord. No. 2009-9, § 3, as amended) is amended to read:

7-4.2 Residential Green Building Code.

A. *Purpose.* The purpose of this section is to:

(1) Provide criteria for rating the environmental performance of single-family residential construction and site design practices and provide guidelines for documentation that demonstrates conformance with those criteria;

(2) Encourage cost-effective and sustainable building methods by encouraging conservation of fossil fuels, water and other natural resources, reduction of greenhouse gas emissions, recycling of construction materials, reducing solid waste and improving indoor air quality;

(3) Identify the specific requirements for complying with the requirements of the Residential Green Building Code; and

(4) Encourage more aggressive green building development through incentives and rewards to work toward the goals of the 2030 challenge as adopted by the governing body by Resolution No. 2006-55.

B. *Residential Green Building Code; Applicability.*

(1) The provisions of the Santa Fe Residential Green Building Code shall apply to:

(a) New single-family, attached and detached, residential units as defined by the 2015 International Residential Code or its successor as adopted by the city;

(b) Modular homes which are built off-site and brought onto the site, provided that the land use director may approve exceptions to specific code requirements upon a showing by the applicant or modular home supplier that compliance would cause undue burden; and

(c) Residential additions that provide for living, sleeping, eating, cooking and sanitation. Only the addition is subject to the code provisions, not the existing structure.

(2) Upon request of an applicant, applications for permits submitted prior to March 1, 2017, may be issued in compliance with the prior version of Residential Green Building Code. The permit fee in paragraph F of this subsection shall apply.

C. *Relationship to Other Codes; Compliance; Exceptions.*

(1) The requirements of this section are in addition to and do not replace the requirements of other sections of this chapter and other chapters of this Code, including without limitation, all of the life safety codes, historic preservation ordinance, land development code and adopted building codes and development standards.

(2) All submittals and approvals required under this Residential Green Building Code shall be rendered in conjunction with a residential building permit application and related field inspections. The application shall be on a form approved by the land use director. The applicant shall demonstrate compliance with all of the provisions of this section prior to the issuance of a certificate of occupancy by the land use director.

(3) For a structure located in an historic overlay district where it can be demonstrated that strict compliance with the requirements of this section cannot be achieved without an exception to the historic overlay district requirements, the requirements of this section may be adjusted so as to resolve the conflict between the two

(2) sections of the Code.

D. *Administration.*

(1) The land use director shall:

(a) Administer and enforce the Residential Green Building Code; and

(b) Require an applicant for a building permit, to prepare and submit Residential Green Building Code documentation to the green code administrator or designee to assure compliance with this section.

E. *Requirements.*

(1) *Energy performance levels*. A documented analysis of the building's energy performance using software in accordance with [~~2009 ICC IECC~~] 2018 International Code Council International Energy Conservation Code ["IECC"] Section 405 is required. A projected Home Energy Rating System ("HERS") index, or equivalent, shall be submitted as part of a building permit application and a report of the confirmed HERS index, or equivalent, meeting the standards of this section is required prior to issuance of a certificate of occupancy. The required HERS index for residences up to and including three thousand (3,000) square feet of conditioned space shall be 65 until January 1, 2018, when it shall be reduced to 60. The required HERS index for residences over three thousand (3,000) feet of conditioned space shall be reduced by one point for each one hundred (100) square feet of conditioned space over three thousand (3,000), or pro-rata portion thereof, until the required HERS index is zero and shall be zero for those and larger residences.

(2) *HERS raters.* HERS raters shall be certified to conduct HERS analysis by passing educational courses and obtaining continuing education credits as required by the land use director. In addition HERS raters shall:

(a) Confirm ventilation rates of the ventilation equipment used to satisfy the required house ventilation and report the findings to the planning and land use department;

(b) Supply a report that includes the building components contributing to achievement of the required HERS index to be compared to the building plans submitted for a building permit. Reports approved to supply this information shall be approved by the land use director; and

(c) Supply an estimation of the greenhouse gas emissions avoided and the electricity and natural gas usage avoided when submitting the final or confirmed HERS index. Reports approved to supply this information shall be approved by the land use director.

(3) *Building envelope insulation values.* Building insulation levels shall meet the requirements of overall UA for [~~2015~~] 2018 IECC. A report of compliance shall be provided to the city as part of a building permit application. Reports approved to supply this information shall be approved by the land use director.

(4) *Building thermal envelope insulation confirmation.* The insulation installers shall provide a certification complying with a template to be provided by the planning and land use department listing the type, manufacturer and R-value of insulation installed in each element of the building thermal envelope. For blown or sprayed insulations (fiberglass and cellulose), the initial installed thickness, settled thickness, settled R-value, installed density, coverage area and number of bags installed shall be listed on the certification. For insulated siding, the R-value shall be listed on the product's package and shall be listed on the certification. The insulation installer shall sign, date and provide the certification in a conspicuous location on the job site. (Consistent with 2015 IRC Section N1101.10.1.)

(5) *Air sealing and insulation.* The air barrier and insulation installation criteria from Table [~~402.4.2~~] 402.4.1.1 from the [~~2009 International Energy Conservation Code~~] 2018 IECC shall be visually inspected pursuant to Section [~~402.4.2.2~~] 402.4.1.1 whether or not the testing option from Section [~~402.4.2.1~~] 402.4.1.2 has been achieved. Insulation values shall be verified to match those used to obtain the required HERS rating.

(6) *Duct installation.* The installation instructions for heating, ventilation and air conditioning equipment shall be made available to the inspector conducting the duct installation inspection to ensure ducting meets the manufacture's specifications. It shall be located on the equipment or in a conspicuous location adjacent to the equipment to be easily located by the inspector.

(7) *Duct leakage.* Duct tightness shall be verified in accordance with [~~2009~~] 2018 IECC section [~~403.2.2~~] 403.3.4 and shall not exceed six (6) percent of total fan flow.

(8) *Duct protection during construction.* All boots, ducts and ventilation openings shall be sealed during construction to prevent dust and debris from entering them and shall remain sealed until they are put into operation.

(9) *Water conservation levels.* Water conservation features are implemented to achieve conservation performance shall be required. A documented analysis using the water efficiency rating score ("WERS") tool showing a maximum score of 70 shall be submitted to the planning and land use department as part of a building permit application and a report of the confirmed rating with a maximum score of 70 shall be submitted to the planning and land use department prior to receiving a certificate of occupancy.

(10) *Whole-house mechanical ventilation requirement.* Mechanical ventilation shall be required at a rate based on the following formula: required cubic feet

per minute of ventilation = (total heated floor area × .01) + ((number of bedrooms + 1) × 7.5).

(11) *Heating and cooling equipment sizing and system design.*

(a) Heating and cooling equipment and appliances shall be sized in accordance with Air Conditioning Contractors of America ("ACCA") Manual S or other approved sizing methodologies based on building loads calculated in accordance with ACCA Manual J (version 8 or higher) or other approved heating and cooling methodologies.

(b) Duct systems serving heating, cooling, and ventilation equipment shall be designed and installed in accordance with ACCA Manual D, the manufacturer's installation instructions or other approved methodologies.

(c) Radiant hydronic systems shall be designed using manufacturer's recommendations, mechanical engineer design specifications or other approved hydronic heating design methods, and shall include equipment specifications, the number of zones, pipe diameter, length, and flow rate for each zone.

(d) ACCA Manual J and S, and Manual D and radiant design reports, as applicable, along with an AHRI (Air-Conditioning, Heating and Refrigeration Institute) certificate or equivalent mechanical equipment certification shall be submitted to the planning and land use department either at time of building permit application or no later than the completion of rough framing. Duct design reports shall be submitted before ducts are installed. Radiant hydronic system in concrete shall be submitted before installation.

(e) All HVAC documents submitted are subject to review and approval by the land use director before installation. Other approved HVAC design methodologies shall be approved by the land use director.

(12) Installation of a radon mitigation system consistent with Appendix F of the 2015 International Residential Building Code.

(13) *Disclosure of building performance and homeowner's manual.* The following items shall be documented and included in a homeowners manual provided to the first homeowner and available for review for homes that are for sale on forms provided by the land use director:

(a) The confirmed HERS index;

(b) The blower door result at ACH 50;

(c) The required amount of ventilation and the archived ventilation rate in air changes per hour;

(d) The type of ventilation system used;

(e) The percentage better that the UA is above the [~~2015~~] 2018 IECC maximum requirement;

(f) The confirmed WERS;

(g) A diagram showing the location of shut off valves for water, electricity and any combustions fuels (natural gas or propane) with labels in English and Spanish;

(h) The manuals for all major equipment and fixtures in English and in Spanish if available; and

(i) All other homeowner manual items available from the planning and land use department at the time of certificate of occupancy for that purpose.

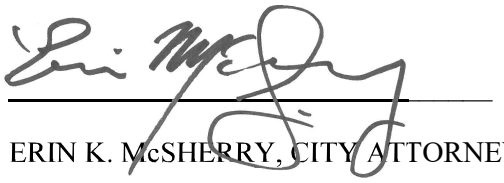
F. *Permit Fee.*

[~~(1)~~] Applicants for residential building permits shall pay a green building code permit fee of one hundred dollars ($100.00) for each residential unit, subject to the provisions for fee waivers under subsection 14-8.11(G)(2)(a).

G. *Effective Date.*

[~~(1)~~] Section 7-4.1 SFCC 1987 shall be effective July 1, 2009.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

TITLE 14 HOUSING AND CONSTRUCTION
CHAPTER 7 BUILDING CODES GENERAL
PART 6 2018 NEW MEXICO RESIDENTIAL ENERGY CONSERVATION CODE

14.7.6.1 ISSUING AGENCY: Construction Industries Division (CID) of the Regulation and Licensing Department.
[14.7.6.1 NMAC - Rp, 14.7.6.1 NMAC, 9/25/2020]

14.7.6.2 SCOPE: This rule applies to all residential contracting work performed in New Mexico on or after September 25, 2020, that is subject to the jurisdiction of CID, unless performed pursuant to a permit for which an application was received by CID before that date.
[14.7.6.2 NMAC - Rp, 14.7.6.2 NMAC, 9/25/2020]

14.7.6.3 STATUTORY AUTHORITY: Sections 60-13-9 and 60-13-44 NMSA 1978.
[14.7.6.3 NMAC - Rp, 14.7.6.3 NMAC, 9/25/2020]

14.7.6.4 DURATION: Permanent.
[14.7.6.4 NMAC - Rp, 14.7.6.4 NMAC, 9/25/2020]

14.7.6.5 EFFECTIVE DATE: September 25, 2020 unless a later date is cited at the end of a section.
[14.7.6.5 NMAC - Rp, 14.7.6.5 NMAC, 9/25/2020]
[From the date of publication of this rule in the New Mexico register, until month 3/2021, permits may be issued under either the previously-adopted rule, or this rule. After month 3/2021, permits may be issued only under this rule.]

14.7.6.6 OBJECTIVE: The purpose of this rule is to establish minimum standards for energy conservation for residential construction in New Mexico.
[14.7.6.6 NMAC - Rp, 14.7.6.6 NMAC, 9/25/2020]

14.7.6.7 DEFINITIONS: See 14.5.1 NMAC, General Provisions and Chapter 2 of the IECC as amended in 14.7.6.10 NMAC.
[14.7.6.7 NMAC - Rp, 14.7.6.7 NMAC, 9/25/2020]

14.7.6.8 ADOPTION OF THE 2018 NEW MEXICO RESIDENTIAL ENERGY CONSERVATION CODE:

A. This rule adopts by reference the 2018 international energy conservation code (IECC), as amended by this rule.

B. In this rule, each provision is numbered to correspond with the numbering of the 2018 international residential energy conservation code.

C. This rule is to be applied to each of the following New Mexico building codes, including the NMRBC, NMPC, NMMC and the NMEC.
[14.7.6.8 NMAC - Rp, 14.7.6.8 NMAC, 9/25/2020;

14.7.6.9 CHAPTER 1 - ADMINISTRATION:

A. Section R101 - General.

(1) R101.1 Title. Delete this section of the IECC and substitute: this rule shall be known as 14.7.6 NMAC, the 2018 New Mexico Residential Energy Conservation Code (NMRECC).

(2) R101.2 Scope. Delete this section of the IECC and see 14.7.6.2 NMAC, Scope.

(3) R101.3 Intent. Delete this section of the IECC and see 14.7.6.6 NMAC, Objective.

(4) R101.5.1 Compliance materials. Delete this section of the IECC and substitute the following: the code official shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code, including but not limited to ComCheck, ResCheck, and worksheet or trade-off sheets from the New Mexico energy conservation code residential applications manual, issued by the New Mexico department of energy.

B. Section R102 Alternate Materials-Method of Construction, Design for Insulating Systems. See this section of the IECC.

C. Section R103 Construction Documents. Delete this section of the IECC and see 14.5.2 NMAC, Permits except retain Section R103.2 as amended.

D. Section R103.2 Information on construction documents. Delete section and substitute the following: Ducts shall be installed in accordance with Chapter 6 and Chapter 17 of the New Mexico Mechanical Code and current applicable standards.

E. Section R104 Fees. Delete this section of the IECC and see 14.5.5 NMAC, Fees.

F. Section R105 Inspections. Delete this section of the IECC and see. 14.5.3 NMAC, General Provisions.

G. Section R106 Validity. Delete this section of the IECC and see. 14.5.2.12 NMAC Permits.

H. Section R107 Referenced Standards. All references to the international residential code shall be deemed references to 14.7.3 NMAC, the New Mexico Residential Building Code (NMRBC). All references to the international plumbing code shall be deemed references to 14.8.2 NMAC, the New Mexico Plumbing Code (NMPC). All references to the international mechanical code shall be deemed references to 14.9.2 NMAC, the New Mexico Mechanical Code (NMMC). All references to the ICC or International Electrical Code shall be deemed references to 14.10.4 NMAC, the New Mexico Electrical Code (NMEC). All references to the international energy conservation code shall be deemed references to 14.7.6 NMAC, the New Mexico Residential Energy Conservation Code (NMRECC). All references to the international fuel gas code in the 2018 IECC are deemed references to the NMMC or the LP gas standards found at 19.15.40 NMAC, and Sections 70-5-1 through 70-5-23 NMSA 1978.

I. Section R108 Stop Work Order. Delete this section of the IECC and see 14.5.3 NMAC, Inspections.

J. Section R109 Board of Appeals. Delete this section of the IECC and See 14.5.1 NMAC, General Provisions.

[14.7.6.9 NMAC - Rp, 14.7.6.9 NMAC, 9/25/2020;

14.7.6.10 CHAPTER 2 - DEFINITIONS: See this chapter of the IECC residential provisions, adding the following definitions.

A. Section R201.1 Scope. See this section of the IECC and add the following: If the same term is defined in the New Mexico construction codes and in the IECC, the term shall have the meaning given it in the New Mexico construction codes.

B. Section R201.3 Terms defined in other codes. Delete this section of the IECC and substitute with the following: Terms defined in the New Mexico Residential Construction Code.

C. Section R201.4 Terms not defined in other codes. See this chapter of the IECC.

D. Section R202 General Definitions. See this section of the IECC except as provided below.

(1) Unconditioned space. Add the following definition: Space within a building that is not mechanically heated or cooled and is outside the building thermal envelope.

(2) Vapor retarder class. Add the following definition: a measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class shall be defined using the desiccant method of ASTME96 as follows:

(a) class I: 0.1 perm or less;

(b) class II: > 0.1 perm □1.0 perm;

(c) class III: > 1.0 perm <10 perm.

(3) NMRECC means 2018 New Mexico Residential Energy Conservation Code.

(4) NMRBC means 14.7.3 NMAC, 2015 New Mexico Residential Building Code, which adopts by reference and amends the 2015 International Residential code.

(5) NMPC means 2015 New Mexico Plumbing Code, which adopts by reference and amends the 2015 Uniform Plumbing Code.

(6) NMMC means 14.9.2 NMAC, NMMC 2015 New Mexico Mechanical Code, which adopts by reference and amends the 2015 Uniform Mechanical Code.

(7) NMEC means 14.10.4 NMAC, NMEC 2017 New Mexico Electrical Code, which adopts by reference and amends the 2017 National Electrical Code.

(8) RESNET Software. Is an approved software program to meet the performance requirements of the IECC.

(9) COMCHECK. Is the residential energy compliance tool designed by the U.S. department of energy (DOE) to clarify residential energy code compliance providing a user information whether building meets the requirements of the International Energy Conservation Code (IECC) and ASHRAE 90.1, as well as state-specific codes.

(10) RESCHECK. A document describing the overall efficiency of the insulation of a building which works by performing a simple U-factor x Area (UA) calculation for each building assembly to determine the overall UA of a building. The UA of the proposed project building is compared to the code requirements.

(11) ASTM. Means the American society for testing and materials, an international standards organization that develops and publishes voluntary consensus building technical standards for a wide range of materials utilized in construction.

(12) HERS. Means the home energy rating system index and is the industry standard by which a home's energy efficiency is measured. It is also the nationally recognized system for inspecting and calculating a home's energy performance.

[14.7.6.10 NMAC - Rp, 14.7.6.10 NMAC, 9/25/2020]

14.7.6.11 CHAPTER R301 - CLIMATE ZONES: See this Chapter of the IECC except delete the text of section 301.1 General and replace with the following: the table below in conjunction with Table 301.3(2) shall be used to determine the applicable requirements for Chapters 4. Locations not listed in the table below shall use either Table 301.1, Section 301.3, or the building official may designate a climate zone consistent with the elevation, HDD & CDD from the table below.

Table 301.2
New Mexico Climate Zones Based on Heating and Cooling Degree Days

City	County	Elev. (feet)	Heating Degree Days (HDD) 65°F	Cooling Degree Days (CDD) 50°F day	Climate Zone
Abiquiu Dam	Rio Arriba	6380	5872		5B
Angel Fire	Colfax	8406	9769	195	7B
Alamogordo	Otero	4350	3053	5309	3B
Albuquerque	Bernalillo	5312	4332	4462	4B
Artesia	Eddy	3380	3366	5374	3B
Aztec Ruins	San Juan	5644	5757		5B
Belen	Valencia	4800	4432	5012	3B
Bernalillo	Sandoval	5052	4782	4138	4B
Bloomfield	San Juan	5456	5490		5B
Bosque del Apache	Socorro	4520	3916	5012	3B
Carlsbad	Eddy	3295	2813	5997	3B
Carrizozo	Lincoln	5438	4234	3631	4B
Cedar Crest	Bernalillo	6581	5703		5B
Chaco Canyon	San Juan	6200	6137		5B
Chama	Rio Arriba	7871	8254		6B
Clayton	Union	5056	5150	3170	4B
Cloudcroft	Otero	8801	7205		6B
Clovis	Curry	4268	4033	4252	4B
Corona	Valencia	6690	5389	3631	4B
Cuba	Sandoval	7035	7122		5B
Deming	Luna	4305	3347	5292	3B
Dulce	Rio Arriba	6793	7979		6B
Eagle Nest	Colfax	8262	9254		7B
Edgewood	Santa Fe	6649	6146		5B
Espanola	Rio Arriba	5643	5641		5B
Farmington	San Juan	5395	5747		5B

Fence Lake	Cibola	7055	6396		5B
Fort Sumner	De Baca	4032	3799	4616	3B
Gallup	McKinley	6465	6207		5B
Glenwood	Catron	4725	3632	4427	4B
Grants	Cibola	6460	6143		5B
Hatch	Dona Ana	4052	3270	5904	3B
Hobbs	Lea	3622	2954	5181	3B
Jemez Springs	Sandoval	6198	5260	2059	4B
Las Cruces	Dona Ana	4000	3223	5904	3B
Las Vegas	San Miguel	6424	5738		5B
Lordsburg	Hidalgo	4250	3213	5210	3B
Los Alamos	Los Alamos	7320	6381		5B
Los Lunas	Valencia	4856	4725	4462	4B
Magdalena	Socorro	6572	5074	2093	4B
Mescalero	Otero	6611	5540		5B
Moriarty	Torrance	6220	4735	3786	4B
Mosquero	Harding	5485	5209	3631	4B
Mountainair	Torrance	6520	5558		5B
Organ	Dona Ana	5245	3215	4919	3B
Placitas	Sandoval	5955	4917	3701	4B
Portales	Roosevelt	4006	3845	4347	4B
Raton	Colfax	6680	6001		5B
Red River	Taos	8671	8742	179	7B
Reserve	Catron	5847	5483		5B
Rio Rancho	Sandoval	5282	4880	3949	4B
Roswell	Chaves	3573	3565	5505	3B
Ruidoso	Lincoln	6920	6309		5B
Sandia Crest	Bernalillo	10680	10034		7B
Sandia Park	Bernalillo	7077	7510		6B
Santa Fe	Santa Fe	7260	6001		5B
Santa Rosa	Guadalupe	4620	3749	4714	3B
Shiprock	San Juan	4892	5475		5B
Silver City	Grant	5895	4438	3975	4B
Socorro	Socorro	4603	3984	5147	3B
Springer	Colfax	5797	5653		5B
Taos	Taos	6967	6827		5B
Taos Ski Valley	Taos	9321	9769		7B
Tatum	Lea	3999	3680	4721	3B
Thoreau	McKinley	7200	5789		5B
Tierra Amarilla	Rio Arriba	7425	7901		6B
Tijeras	Bernalillo	6322	6338		5B
Tohatchi	McKinley	6447	5418		5B
Truth or Consequences	Sierra	4245	3394	5103	3B
Tucumcari	Quay	4096	3767	4429	4B
Tularosa	Otero	4508	3056	5130	3B

Zuni	McKinley	6293	5742		5B

[14.7.6.11 NMAC - Rp, 14.7.6.11 NMAC, 9/25/2020]

14.7.6.12 CHAPTER 4 - RESIDENTIAL ENERGY EFFICIENCY: See this Chapter of the IECC except for the following:

A. R401.2 Compliance. Delete the text of this section and replace with the following: projects shall comply with 401 through 404, which are mandatory provisions, and additionally comply with one of the following:

(1) Documents showing 2018 IECC Code Compliance, residential provisions approved by CID or worksheet trade-off sheets from the New Mexico energy conservation code residential applications manual; or

(2) Section R405.

(3) The energy rating index (ERI) approach in Section R406.

(4) The approved sampling protocols included in Chapter 6 of the National Standard for Home Energy Ratings.

(5) Code programs recognized by the state of New Mexico such as Build Green New Mexico or LEED-H, approved under IECC section 102.1.1, except strike the last sentence that reads: The requirements identified as "mandatory" in Chapter 4 shall be met.

B. R402.2.8 Floors. Delete the text of this section and replace with the following: Floor framing-cavity insulation when separating conditioned and non-conditioned space shall be installed to maintain permanent contact with the underside of the subfloor decking.

Exception: As an alternative, the floor framing-cavity insulation shall be in contact with the topside of sheathing or continuous insulation installed on the bottom side of floor framing where combined with insulation that meets or exceeds the minimum wood frame wall R-value in Table R402.1.2 and that extends from the bottom to the top of all perimeter floor-framing members.

C. R402.4.1 Building thermal envelope. Amending to read as follows: The building thermal envelope shall comply with Sections R402.4.1.1 and R402.4.1.3 with optional compliance of R402.4.1.2 by all counties not mentioned in subsection F below.

D. R402.4.1.2 Testing. Amend to read as follows: The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding four air changes per hour in Climate Zones 1 thru 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals).

E. R402.4.1.3 Visual Inspection Option. Add the following section: Building envelope tightness, and insulation installation shall be considered acceptable with the items listed in Table 402.1.2 applicable to the method of construction, if field verified by either the builder, a code official, or an energy rater using the state of New Mexico acceptable processes. Acceptable processes include a thermal bypass visual inspection checklist, a thermal bypass certification or checklist from a HERS rater, a Build green NM checklist, or an energy star program checklist from the New Mexico Energy, Minerals and Natural Resources Department.

F. R402.4.1.4 Based on census. Add new section to read as follows: Based on census rural urban mapping the following areas will be required to comply with R402.4.1, R402.4.1.2 Testing and R403.3.3 Duct testing: San Juan County, Sandoval County, Santa Fe County, Bernalillo County, Torrance County, and Dona County.

G. R402.4.1.5 State of New Mexico Thermal Bypass Inspection Checklist and Duct Sealing Visual Inspection Checklist. Add new section to read as follows: In accordance with section R402.4.1, R402.4.1.2 and R403.3.3 thermal bypass inspection checklist and Duct Sealing Visual Inspection Checklist will be provided at the time of issuance of building permit or can also be accessed at www.rld.State.nm.us/construction under forms and applications.

H. R403.1.1 Programmable thermostat. The thermostat controlling the primary heating or cooling system of the dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature setpoints at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain zone temperatures of not less than 55°F (13°C) to not greater than 85°F (29°C). The thermostat shall be programmed initially by the manufacturer with a heating temperature setpoint of not greater than 70°F (21°C) and a cooling temperature setpoint of not less than 78°F.

Exceptions:

(1) When a water circulation system is utilized to heat and/or cool the residence, no programmable set back thermostat is required.

(2) Where the home is registered in a performance-based certification program, the

requirements for a programmable thermostat shall be waived.

(3) Where approved alternative methods of construction and/or materials are being used, programmable thermostats may be omitted.

I. R403.3.3 Duct testing (Mandatory). Add the following Exception: (3.) Duct sealing shall be considered in compliance with R403.3.3 when field, verified by either the builder, a code official, or an energy rater using the state of New Mexico duct sealing visual inspection checklist.

J. R403.4 Mechanical system piping insulation (Mandatory). Add the following Exception: In-floor radiant heating or cooling systems do not require insulation.

[14.7.6.12 NMAC - Rp, 14.7.6.12 NMAC, 9/25/2020]

14.7.6.13 CHAPTER 5 - BUILDINGS: See this Chapter of the IECC.

[14.7.6.13 NMAC - Rp 14.7.6.13 NMAC, 9/25/2020]

14.7.6.14 CHAPTER 6 - REFERENCED STANDARDS: See this Chapter of the IECC.

[14.7.6.14 NMAC - Rp 14.7.6.14 NMAC, 9/25/2020]

HISTORY OF 14.7.6 NMAC:

Pre NMAC History: None.

History of Repealed Material:

14.7.6 NMAC, 2003 New Mexico Energy Conservation Code (filed 5/27/2004) repealed 1/7/2004.
14.7.6 NMAC, 2006 New Mexico Energy Conservation Code (filed 8/16/2007) repealed 1/28/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 12/28/2010) repealed 8/1/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/15/2011) repealed 6/28/2013.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/28/2013) repealed 9/25/2020.

NMAC History:

14.7.6 NMAC, 2003 New Mexico Energy Conservation Code (filed 5/27/2004) replaced by 14.7.6 NMAC, 2006 New Mexico Energy Conservation Code, effective 1/1/2008.
14.7.6 NMAC, 2006 New Mexico Energy Conservation Code (filed 8/1622007) replaced by 14.7.6 NMAC, 2009 New Mexico New Mexico Energy Conservation Code, effective 1/28/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 12/28/2010) replaced by 14.7.6 NMAC, 2009 New Mexico Energy Conservation Code, effective 8/1/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/15/2011) replaced by 14.7.6 NMAC, 2009 New Mexico Energy Conservation Code, effective 6/28/2013.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/28/2013) replaced by 14.7.6 NMAC, 2018 New Mexico Energy Conservation Code, effective 9/25/2020.

TITLE 14 HOUSING AND CONSTRUCTION
CHAPTER 7 BUILDING CODES GENERAL
PART 9 2018 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE

14.7.9.1 ISSUING AGENCY: Construction Industries Division (CID) of the Regulation and Licensing Department.
[14.7.9.1 NMAC – N, 9/25/2020]

14.7.9.2 SCOPE: This rule applies to all commercial contracting work performed in New Mexico on or after 9/25/2020, that is subject to the jurisdiction of CID, unless performed pursuant to a permit for which an application was received by CID before that date.
[14.7.9.2 NMAC – N, 9/25/2020]

14.7.9.3 STATUTORY AUTHORITY: Sections 60-13-9 and 60-13-44 NMSA 1978.
[14.7.9.3 NMAC – N, 9/25/2020]

14.7.9.4 DURATION: Permanent.
[14.7.9.4 NMAC, 9/25/2020]

14.7.9.5 EFFECTIVE DATE: September 25, 2020 unless a later date is cited at the end of a section.
[14.7.9.5 NMAC – N, 9/25/2020]
[From the date of publication of this rule in the New Mexico register, until month 3/2021 permits may be issued under either the previously-adopted rule, or this rule. After month 3/2021, permits may be issued only under this rule.]

14.7.9.6 OBJECTIVE: The purpose of this rule is to establish minimum standards for energy conservation for commercial construction in New Mexico.
[14.7.9.6 NMAC – N, 9/25/2020]

14.7.9.7 DEFINITIONS: See 14.5.1 NMAC, General Provisions and Chapter 2 of the IECC as amended in 14.7.6.10 NMAC.
[14.7.9.7 NMAC - N, 9/25/2020]

14.7.9.8 ADOPTION OF THE 2018 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE:

A. This rule adopts by reference the 2018 international energy conservation code (IECC) commercial provisions, as amended by this rule.

B. In this rule, each provision is numbered to correspond with the numbering of the 2018 international commercial energy conservation code.

C. This rule is to be applied where appropriate to each of the following New Mexico building codes, including the NMCBC, NMEBC, NMPC, NMMC and the NMEC.
[14.7.9.8 NMAC - N, 9/25/2020]

14.7.9.9 CHAPTER 1 - ADMINISTRATION:

A. Section C101 - General.

(1) C101.1 Title. Delete this section of the IECC and substitute: this rule shall be known as 14.7.6 NMAC, the 2018 New Mexico Commercial Energy Conservation Code (MCECC).

(2) C101.2 Scope. Delete this section of the IECC and see 14.7.9.2 NMAC, Scope.

(3) C101.3 Intent. Delete this section of the IECC and see 14.7.9.6 NMAC, Objective.

(4) C101.5.1 Compliance materials. Delete this section of the IECC and substitute the following: the code official shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code, including but not limited to ComCheck, ResCheck, and worksheet or trade-off sheets from the New Mexico energy conservation code commercial applications manual issued by the New Mexico department of energy.

B. Section C102 Alternate Materials-Method of Construction, Design for Insulating Systems. See this section of the IECC.

C. Section C103 - Construction Documents. Delete this section of the IECC and see 14.5.2 NMAC, Permits except retain Section C103.2 and C103.6 to read as follows:

D. Section C103.2 Information on construction documents. Delete section and substitute the following: Ducts shall be installed in accordance with Chapter 6 and Chapter 17 of the New Mexico Mechanical Code and current applicable standards.

E. Section C103.6 Building documentation and closeout submittal requirements. Delete section and substitute the following: The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

F. Section C104 Fees. Delete this section of the IECC and see 14.5.5 NMAC, Fees.

G. Section C105 Inspections. Delete this section of the IECC and see. 14.5.3 NMAC, General Provisions.

H. Section C106 Validity. Delete this section of the IECC and see. 14.5.2.12 NMAC, Permits.

I. Section C107 Referenced Standards. All references in the IECC to the international building code shall be deemed references to 14.7.2 NMAC, the New Mexico Commercial Building Code (NMCBC). All references to the international plumbing code shall be deemed references to 14.8.2 NMAC, the New Mexico Plumbing Code (NMPC). All references to the international mechanical code shall be deemed references to 14.9.2 NMAC, the New Mexico Mechanical Code (NMMC). All references to the ICC or international electrical code shall be deemed references to 14.10.4 NMAC, the New Mexico Electrical Code (NMEC). All references to the international energy conservation code shall be deemed references to 14.7.9 NMAC, the New Mexico Commercial Energy Conservation Code (NMCECC). All references to the international fuel gas code are deemed references to the NMMC or the LP gas standards found at 19.15.40 NMAC, and Sections 70-5-1 through 70-5-23 NMSA 1978.

I. Section C108 Stop Work Order. Delete this section of the IECC and see 14.5.3 NMAC, Inspections.

J. Section C109 Board of Appeals. Delete this section of the IECC and See 14.5.1 NMAC, General Provisions.

[14.7.6.9 NMAC – N, 9/25/2020]

14.7.9.10 CHAPTER 2 - DEFINITIONS: See this chapter of the IECC substituting the definition for residential building and adding the other definitions.

A. Section C201.1 Scope. See this section of the IECC and add the following: If the same term is defined in the New Mexico construction codes and in the IECC, the term shall have the meaning given it in the New Mexico construction codes.

B. Section C201.3 Terms defined in other codes. Delete this section of the IECC and substitute with the following: Terms defined in the New Mexico Commercial Construction Code and the New Mexico Existing Building Code.

C. Section C202 General Definitions. See this section of the IECC and additionally the following:

(1) Unconditioned space. Add the following definition: Space within a building that is not mechanically heated or cooled and is outside the building thermal envelope.

(2) Vapor retarder class. Add the following definition: a measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class shall be defined using the desiccant method of ASTME96 as follows:

(a) class I: 0.1 perm or less;

(b) class II: > 0.1 perm □1.0 perm;

(c) class III: > 1.0 perm <10 perm.

(3) NMCECC means 2018 New Mexico Commercial Energy Conservation Code, which adopts by reference and amends the 2009 International Energy Conservation Code.

(4) NMCBC 14.7.3 NMAC, 2015 New Mexico Commercial Building Code, which adopts by reference and amends the 2015 International Commercial Code.

(5) NMEBC means the 2015 New Mexico Existing Building Code, which adopts by reference and amends the 2015 International Existing Building Code.

(6) NMPC means 2015 New Mexico Plumbing Code, which adopts by reference and amends the 2012 Uniform Plumbing Code.

(7) NMMC means 14.9.2 NMAC, NMMC 2015 New Mexico Mechanical Code, which adopts by reference and amends the 2012 Uniform Mechanical Code.

(8) NMEC means 14.10.4 NMAC, NMEC 2017 New Mexico Electrical Code, which adopts by reference and amends the 2017 National Electrical Code.

(9) **RESNET Software** is an approved software program to meet the performance requirements of the IECC.

(10) **COMCHECK** is the commercial energy compliance tool of the U.S. Department of Energy designed to clarify commercial energy code compliance providing a user information whether or not a building meets the requirements of the International Energy Conservation Code (IECC) and ASHRAE 90.1, as well as state-specific codes.

(11) **RESCHECK** is a document describing the overall efficiency of the insulation of a building which works by performing a simple U-factor x Area (UA) calculation for each building assembly to determine the overall UA of a building. The UA of the proposed project building is compared to the code requirements.

(12) **ASTM** means the American society for testing and materials, is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials utilized in construction.

(13) **HERS** means the home energy rating system index and is the industry standard by which a home's energy efficiency is measured. It's also the nationally recognized system for inspecting and calculating a home's energy performance.

[14.7.9.10 NMAC, N, 9/25/2020]

14.7.9.11 CHAPTER C301 - CLIMATE ZONES: See this Chapter of the IECC except delete the text of section 301.1 General and replace with the following: the table below in conjunction with Table 301.3(2) shall be used to determine the applicable requirements for Chapter 4. Locations not listed in the table below shall use either Table 301.1, Section 301.3 or the building official may designate a climate zone consistent with the elevation, HDD & CDD from the table below.

Table 301.2
New Mexico Climate Zones Based on Heating and Cooling Degree Days

City	County	Elev. (feet)	Heating Degree Days (HDD) 65°F	Cooling Degree Days (CDD) 50°F day	Climate Zone
Abiquiu Dam	Rio Arriba	6380	5872		5B
Angel Fire	Colfax	8406	9769	195	7B
Alamogordo	Otero	4350	3053	5309	3B
Albuquerque	Bernalillo	5312	4332	4462	4B
Artesia	Eddy	3380	3366	5374	3B
Aztec Ruins	San Juan	5644	5757		5B
Belen	Valencia	4800	4432	5012	3B
Bernalillo	Sandoval	5052	4782	4138	4B
Bloomfield	San Juan	5456	5490		5B
Bosque del Apache	Socorro	4520	3916	5012	3B
Carlsbad	Eddy	3295	2813	5997	3B
Carrizozo	Lincoln	5438	4234	3631	4B
Cedar Crest	Bernalillo	6581	5703		5B
Chaco Canyon	San Juan	6200	6137		5B
Chama	Rio Arriba	7871	8254		6B
Clayton	Union	5056	5150	3170	4B
Cloudcroft	Otero	8801	7205		6B
Clovis	Curry	4268	4033	4252	4B
Corona	Valencia	6690	5389	3631	4B
Cuba	Sandoval	7035	7122		5B
Deming	Luna	4305	3347	5292	3B

Dulce	Rio Arriba	6793	7979		6B
Eagle Nest	Colfax	8262	9254		7B
Edgewood	Santa Fe	6649	6146		5B
Espanola	Rio Arriba	5643	5641		5B
Farmington	San Juan	5395	5747		5B
Fence Lake	Cibola	7055	6396		5B
Fort Sumner	De Baca	4032	3799	4616	3B
Gallup	McKinley	6465	6207		5B
Glenwood	Catron	4725	3632	4427	4B
Grants	Cibola	6460	6143		5B
Hatch	Dona Ana	4052	3270	5904	3B
Hobbs	Lea	3622	2954	5181	3B
Jemez Springs	Sandoval	6198	5260	2059	4B
Las Cruces	Dona Ana	4000	3223	5904	3B
Las Vegas	San Miguel	6424	5738		5B
Lordsburg	Hidalgo	4250	3213	5210	3B
Los Alamos	Los Alamos	7320	6381		5B
Los Lunas	Valencia	4856	4725	4462	4B
Magdalena	Socorro	6572	5074	2093	4B
Mescalero	Otero	6611	5540		5B
Moriarty	Torrance	6220	4735	3786	4B
Mosquero	Harding	5485	5209	3631	4B
Mountainair	Torrance	6520	5558		5B
Organ	Dona Ana	5245	3215	4919	3B
Placitas	Sandoval	5955	4917	3701	4B
Portales	Roosevelt	4006	3845	4347	4B
Raton	Colfax	6680	6001		5B
Red River	Taos	8671	8742	179	7B
Reserve	Catron	5847	5483		5B
Rio Rancho	Sandoval	5282	4880	3949	4B
Roswell	Chaves	3573	3565	5505	3B
Ruidoso	Lincoln	6920	6309		5B
Sandia Crest	Bernalillo	10680	10034		7B
Sandia Park	Bernalillo	7077	7510		6B
Santa Fe	Santa Fe	7260	6001		5B
Santa Rosa	Guadalupe	4620	3749	4714	3B
Shiprock	San Juan	4892	5475		5B
Silver City	Grant	5895	4438	3975	4B
Socorro	Socorro	4603	3984	5147	3B
Springer	Colfax	5797	5653		5B
Taos	Taos	6967	6827		5B
Taos Ski Valley	Taos	9321	9769		7B
Tatum	Lea	3999	3680	4721	3B
Thoreau	McKinley	7200	5789		5B
Tierra Amarilla	Rio Arriba	7425	7901		6B

Tijeras	Bernalillo	6322	6338		5B
Tohatchi	McKinley	6447	5418		5B
Truth or Consequences	Sierra	4245	3394	5103	3B
Tucumcari	Quay	4096	3767	4429	4B
Tularosa	Otero	4508	3056	5130	3B
Zuni	McKinley	6293	5742		5B

[14.7.9.11 NMAC – N, 9/25/2020]

14.7.9.12 CHAPTER 4 - COMMERCIAL ENERGY EFFICIENCY: See this Chapter of the IECC except for the following:

A. Section C402.4.2.1 Lighting controls in toplit daylight zones. Delete section without substitution.

B. Section C405.2.3.3 Toplit zone. Delete section without substitution.

C. Section C405.5 Dwelling electrical meter (Mandatory). Amend to read as follows: Each dwelling unit located in a Group R-2 building shall have a separate electrical meter. Dormitories, fraternities, sororities, monasteries, and convents shall be exempt from the requirements of this section.

D. Section C405.9 Voltage drop in branch circuits supplying motors or motor driven mechanical equipment with a rating of 50 HP and higher. Amending to read as follows: The total voltage drop across branch circuits supplying motors or motor driven mechanical equipment with rating of 50 HP and higher shall not exceed 5 percent.

E. C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Amending to read as follows: Prior to the final mechanical and plumbing inspections, the registered design professional or approved agency, shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. Construction document notes shall clearly indicate provisions for commissioning requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the building owner or owner's authorized agent.

Exceptions: The following systems are exempt:

(1) Mechanical systems and service water heater systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water-heating and space-heating capacity.

(2) Systems included in Section C403.5 that serve individual dwelling units and sleeping units.

F. C408.2.4.1 Acceptance of report. Delete section without substitution.

G. C408.2.4.2 Copy of report. Delete section without substitution**.**

H. C408.2.5 Documentation requirements. Change section to read as follows. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

I. C408.3.2 Documentation Requirements. Change section to read as follows: The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

FIGURE C408.2.4
COMMISSIONING COMPLIANCE CHECKLIST

Project Information: _____ Project Name:_____

Project Address: _____

Commissioning Authority: _____

Commissioning Plan (Section C408.2.1)

- ❑ Commissioning Plan was used during construction and includes all items required by Section C408.2.1
- ❑ Systems Adjusting and Balancing shall be completed per plans and specifications.
- ❑ HVAC Equipment Functional Testing shall be completed per plans and specifications.
- ❑ HVAC Controls Functional Testing shall be completed per plans and specifications.
- ❑ Economizer Functional Testing shall be completed per plans and specifications.
- ❑ Lighting Controls Functional Testing shall be completed per plans and specifications.
- ❑ Service Water Heating System Functional Testing shall be completed per plans and specifications.
- ❑ Manual, record documents and training shall be completed per plans and specifications.
- ❑ Preliminary Commissioning Report shall be submitted to owner and includes all items required by Section C408.2.4.
- ❑ The above-referenced items are scheduled to be provided on:

I, the commissioning provider, do hereby certify that I am providing the owner or owner's representative with documentation as to the mechanical, service water heating and lighting systems commissioning in accordance with the 2018 IECC.

_____ _____

Signature of Commissioning Provider Date

_____ _____

Signature of Building Owner/Owner's Representative Date

[14.7.6.12 NMAC – N, 9/25/2020]

14.7.9.13 CHAPTER 5 - EXISTING BUILDINGS: See this Chapter of the IECC.
[14.7.9.13 NMAC - N, 9/25/2020]

14.7.9.14 CHAPTER 6 - REFERENCED STANDARDS: See this Chapter of the IECC.
[14.7.9.14 NMAC – N, 9/25/2020]

HISTORY OF 14.7.9 NMAC: [RESERVED]

Summary of Significant Changes – 2009 to 2018 IECC as amended & adopted by State of NM

Residential

- Envelope leakage testing and duct leakage testing (with added exceptions by the State) are required.
- Duct and envelope testing requirements are more stringent than in the 2009 IECC.
- Improved window performance with prescriptive path
- Building thermal envelope UA (overall home thermal transmittance value) alternative enhanced requirements
- Efficient lighting requirement has changed from 50% to 90%
- Hot water piping insulation requirement increased
- Energy Rating Index (ERI) performance path added (not equivalent to HERS and will not be allowed under current City Green Code requirements).

Commercial

- Commissioning - HVAC and water heating functional testing by 3rd party commissioning agency required
- Building energy performance compliance report required for building permitting
- HVAC – new equipment efficiencies, additional requirements for ventilation systems and lighting
- Water heating – improved efficiency and controls
- Lighting – enhanced occupancy sensors and daylighting controls requirements

FIR No. 3302

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Energy Conservation Code and City Green Code Updates**

Sponsor(s): Councilors Cassutt-Sanchez and Abeyta

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Jason Kluck Date: 1/14/2021 Phone: 955-6729

Reviewed by City Attorney: _____ Date: Jan 28, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The Bill amends Section 7-1 SFCC 1987 to adopt the most recent version of the New Mexico Energy Conservation Code and amends Section 7-4.2 SFCC 1987, City Green Building Code, to update code cycle references in conjunction with the adoption of the 2018 IECC as amended by the State.

Departments Affected:
Planning and Land Use Department

Consequences of Not Enacting Legislation:
The City would continue to use outdated codes that do not meet or exceed the minimum requirements adopted by the State of New Mexico, which would cause the City to be out of compliance with state statute.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified. This code regulates various aspects of new and existing building construction. The proposed legislation would adopt, by reference, the 2018 New Mexico Energy Conservation Code, which was recently adopted by the State Construction Industries Division, so that the City can enforce this updated building code, as required by law. The proposed legislation would also update code cycle references in the City Green Code to align with the 2018 IECC as amended by the State.

Performance and Administrative Implications:
No negative implications are expected. The legislation will not affect residential construction because the City's residential Green Building Code is currently more stringent than the proposed new code. The impact to commercial building will be consistent with that resulting from the state-wide adoption of the 2018 code, and the legislation will reduce overall energy consumption caused by the use of affected buildings.

Fiscal Implications:
None identified for the City.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Jason M. Kluck
Jason M. Kluck (Jan 28, 2021 09:38 MST)

Email: jmkluck@santafenm.gov

Signature: Elias Isaacson
Elias Isaacson (Jan 28, 2021 10:55 MST)

Email: esisaacson@santafenm.gov

Signature: Sally A Paez
Sally A Paez (Jan 28, 2021 11:48 MST)

Email: sapaez@santafenm.gov

11. DISCUSSION/ACTION ITEMS

b. Consideration of Bill No. 2021-2: An Ordinance Approving Global Management Performance C with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:

Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

Name: Stefanie Beninato
Comment - 01/27/2021 10:41 AM: (No Vote)
What is the Global Management Performance Contract? It seems that a shell game is going on with money needed to complete these contracts. What is the underlying issue. A clear presentation on this is needed to promote transparency.

SANTA FE
LODGERS ASSOCIATION

Tourism Budget Support Request

March 10, 2021

Dear Mayor Webber and City Councilors,

We wish you Warm Greetings, and we thank you for your efforts during this and past budget sessions, and we acknowledge this must be a most difficult time to maneuver through.

This request comes from the leadership and membership of the Santa Fe Lodgers, representing our 71 resorts, hotels, and motels, as well as other lodging establishments, on behalf of the owners, managers, employees, and the many related support industries.

Our industry has been devastated by this pandemic; not only the financial difficulties suffered by the employers, but also the thousands of employees who are currently un-employed, and those who have been reduced to part-time incomes for the past year.

Tourism is Santa Fe's top employer aside from state government, and tourism is also a top three industry in the state of NM given our production of revenue, employment, along with tax contributions at the state, county, and municipal levels.

We respectfully and strongly urge you to pledge your full support to the Tourism Santa Fe's Budget for 2022.

New Mexico has spent the past 10+ months telling our guests and visitors that they are not welcome in NM. It is essential that we begin marketing, advertising, and messaging to our important markets immediately and over-ride this negative awareness and allow our industry to recover from this pandemic quickly and effectively.

We strongly believe in the SF Tourism Departments' leadership and ability to use these funds to guide us to the quickest recovery possible, and we fully support their current plans and budget.

Thank you for all you do, and for your consideration on our behalf.

Warm Regards,

Jeff Mahan – Executive Director – SFLA

Keith Kirk – President SFLA; Drury Plaza Hotel

SFLA Board of Directors:

John Rickey – Santa Fe Hilton

Rik Blyth – La Fonda Santa Fe

Christina Genuario-Gill – Inn on the Alameda

Sam Gerberding – Inn of the Governors

Rob Ettenson – Inside Santa Fe

Marilyn Storey – Heartland Payment Systems

Corey Fidler – Hotel Santa Fe

Lutz Arnhold – Inn of the Anasazi

Joanna Leigh – Hyatt Place

19. PUBLIC HEARINGS

b. City of Santa Fe Fiscal Year 2021 Annual Operating Budget Presentation and Fiscal Year Operating Budget Public Hearing. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171)

COMMITTEE REVIEW:

Governing Body (public hearing): 03/10/21

Name: Tom Skyes
Comment - 03/09/2021 02:11 PM: (No Vote)
Regarding quality of life issues for the City of Santa Fe, I request that the City fund an outdoor public shooting range – perhaps located near Airport Road. Thank you.

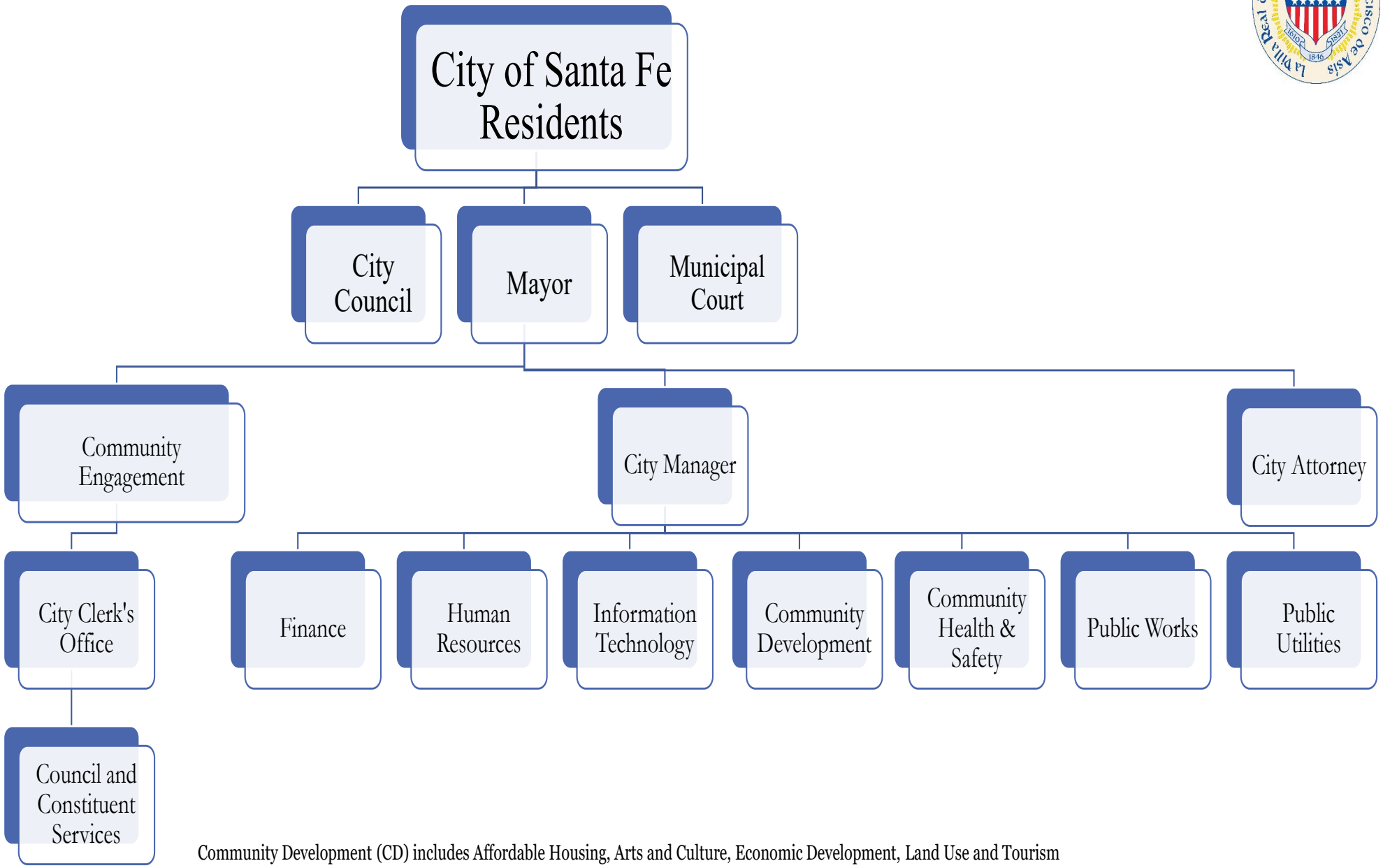
Name: Stefanie Beninato
Comment - 03/10/2021 12:40 PM: (No Vote)
PUBLIC HEARING B Budget Is this a done deal? Where were the advertised meeting where staff presented their budget requests and the public could attend these often brain numbing sessions if interested. Again it makes it look like lack of transparency especially with the reorganization and the failure of the city to comply with state audit requirements 2 years in a row.

City of Santa Fe
Budget Overview

March 2021

Agenda

- City of Santa Fe - Organizational Structure
- Fiscal Responsibility & Credit Ratings
- FY21 Budget-Operating Expenditures
- FY21 Budget-Operating Revenues
- FY22 Public Budget Hearing- Public Comment Welcome



Community Development (CD) includes Affordable Housing, Arts and Culture, Economic Development, Land Use and Tourism
Community Health and Safety (CH&S) includes Emergency Management and Safety, Police, Fire, Community Services (Library, Seniors, Youth & Family), and Recreation
Public Works includes Airport, Midtown Campus, Engineering, Streets and Drainage, Transit, Facilities Maintenance, Parking, Parks and MRC
General Government includes Mayor, Council, City Manager, City Attorney, Internal Audit and Municipal Court

City of Santa Fe's Fiscal Responsibility

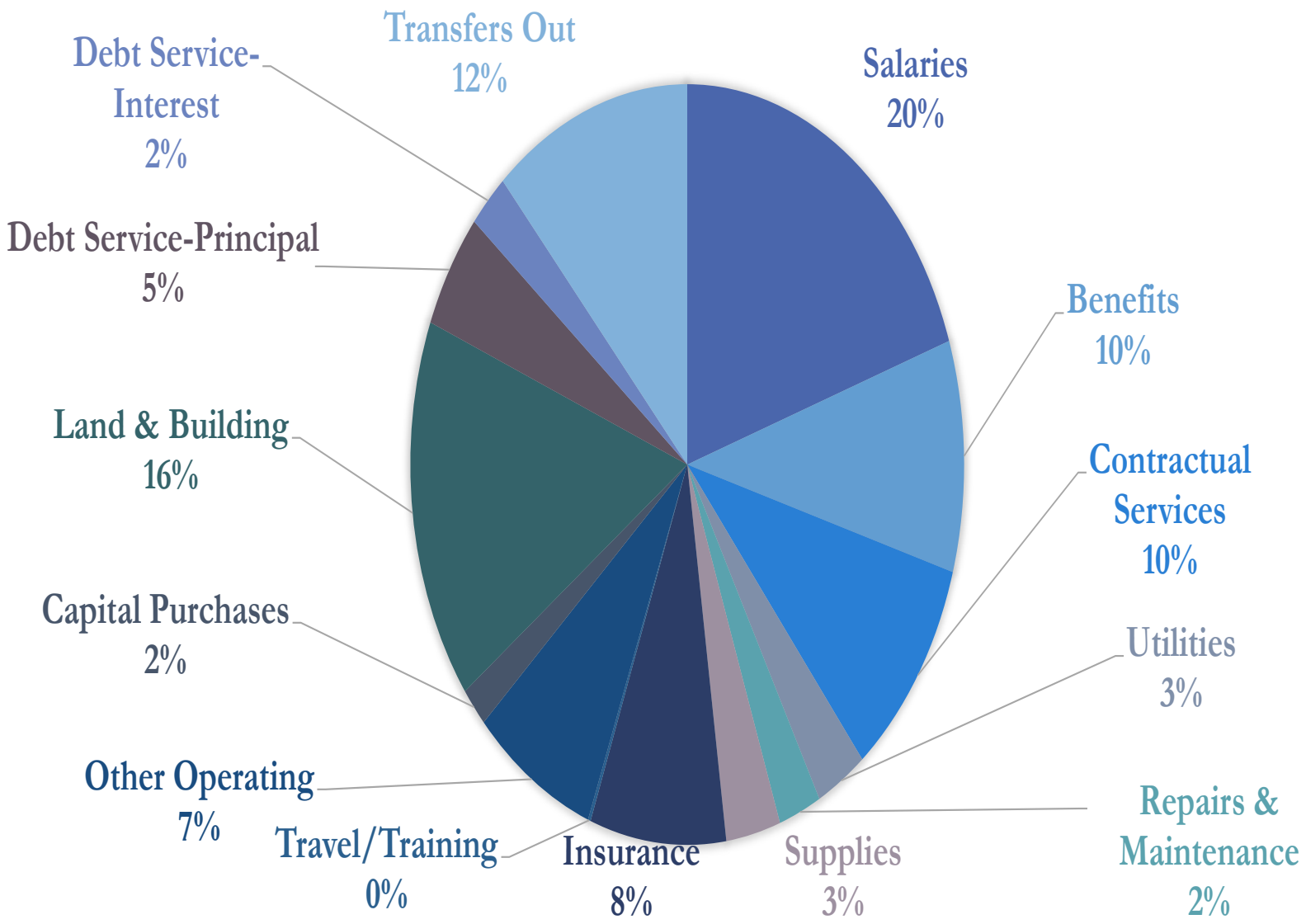
"The city's strong financial resilience is derived from a combination of revenue and expenditure flexibility and solid reserve levels" – S&P

S&P and Fitch affirmed the City of Santa Fe's AA+ rating with a stable outlook, in part based on the City's commitment to:

1. Conservative budgeting
2. Strong and proactive fiscal management
3. Sustainability
4. Revenue maximization
5. Data-driven management

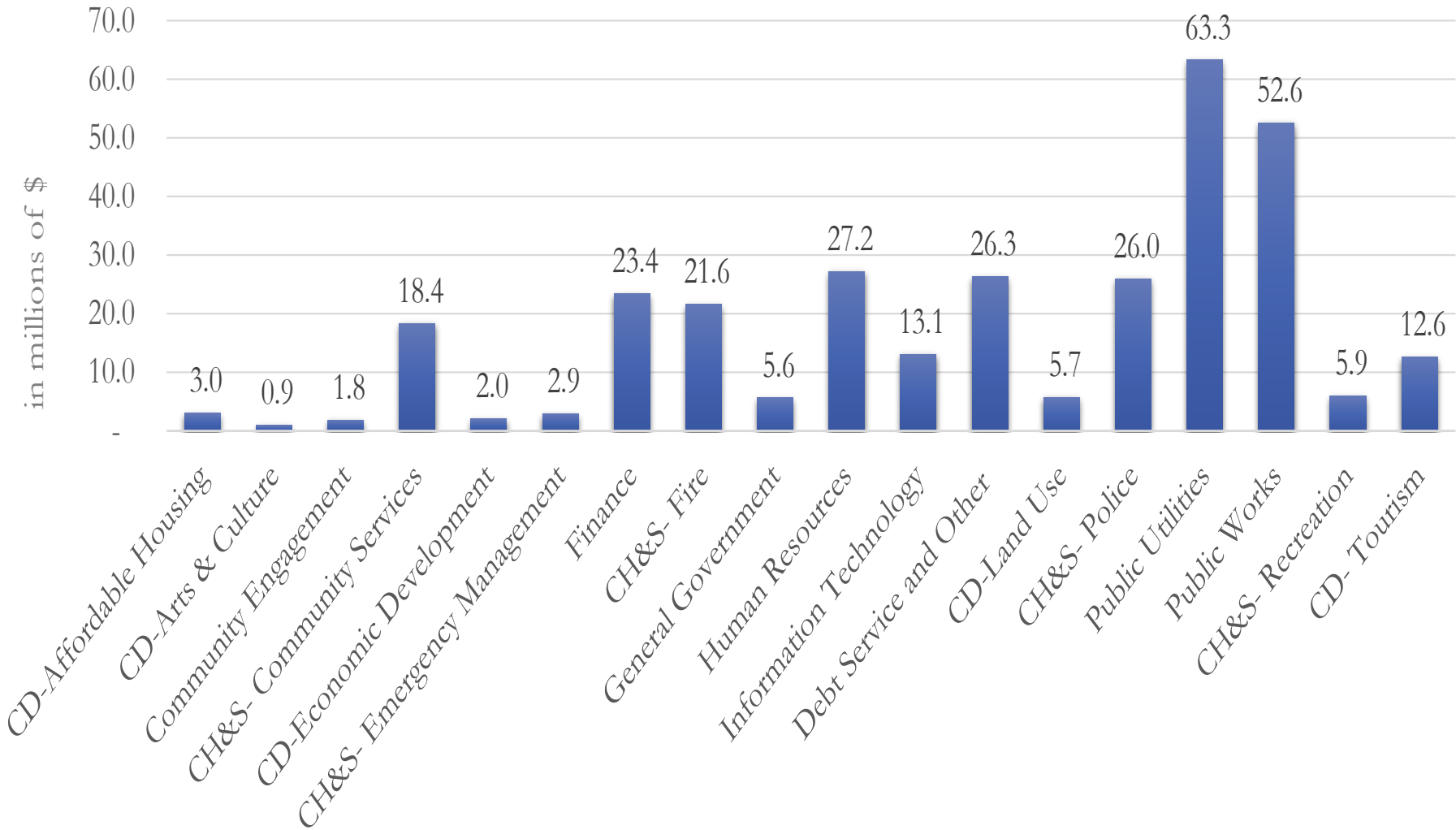
FY21 Budgeted Expenditures
All Funds- By Category

- Salaries and Benefits make up the largest share at 30% of All Funds expenditures



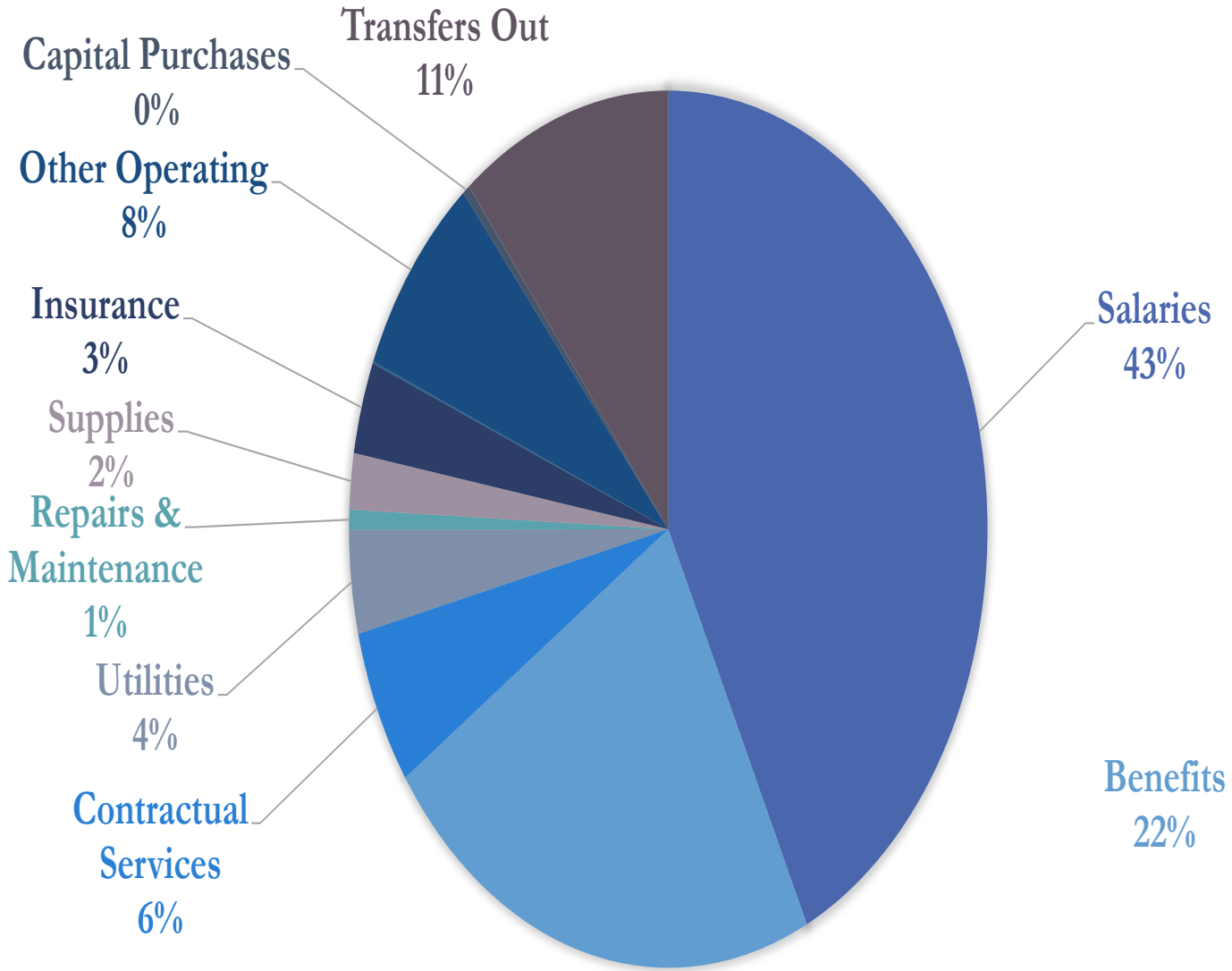
FY21 Budgeted Expenditures
All Funds- By Department

- Public Utilities and Public Works are the largest departmental operations together making up 37% of expenditures across All Funds
- Community Services makes up 6% while Police makes up 8% of expenditures across All Funds



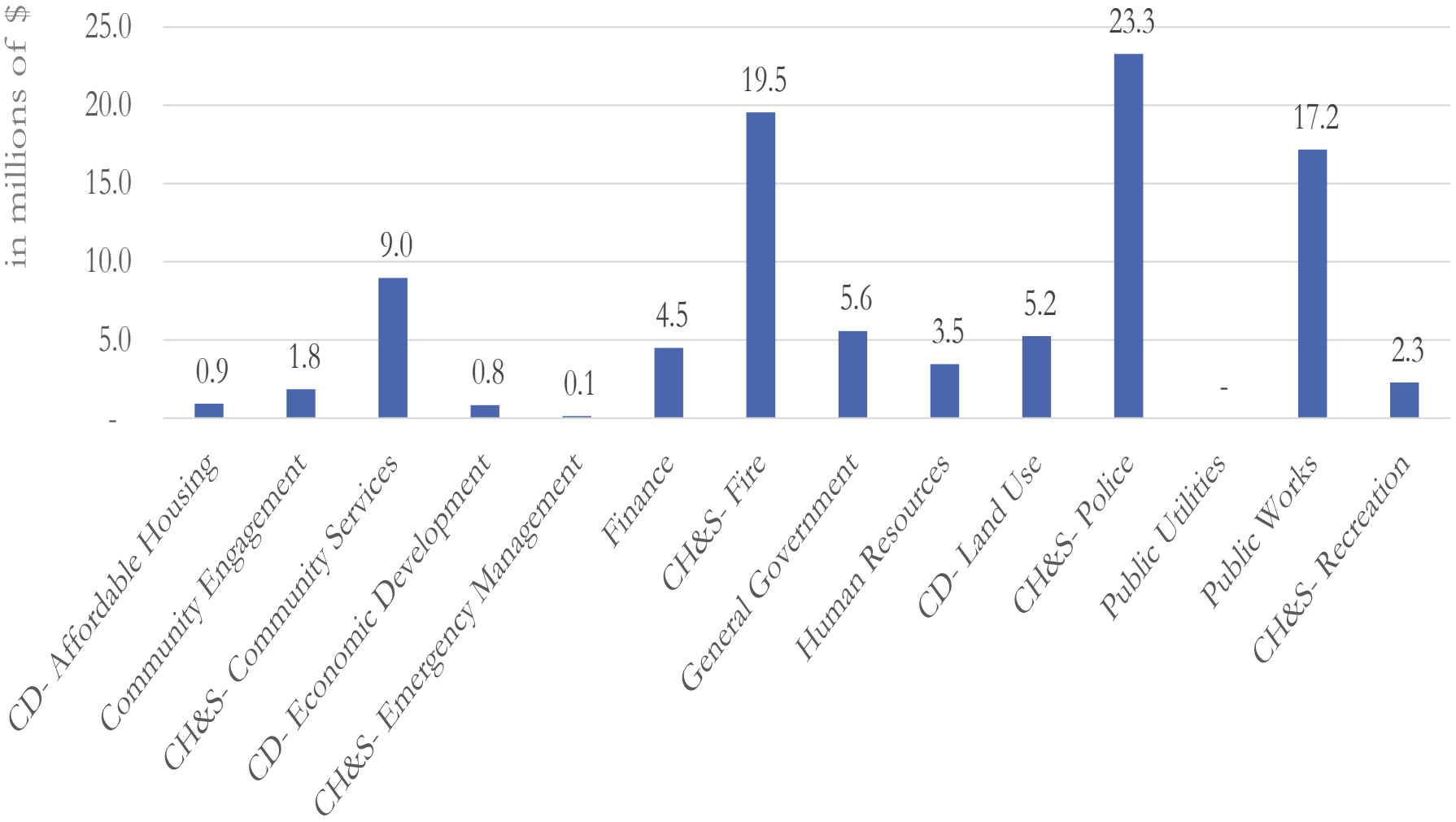
FY21 Budgeted Expenditures
General Fund- By Category

- Salaries and Benefits make up the largest share at 65% of General Fund expenditures



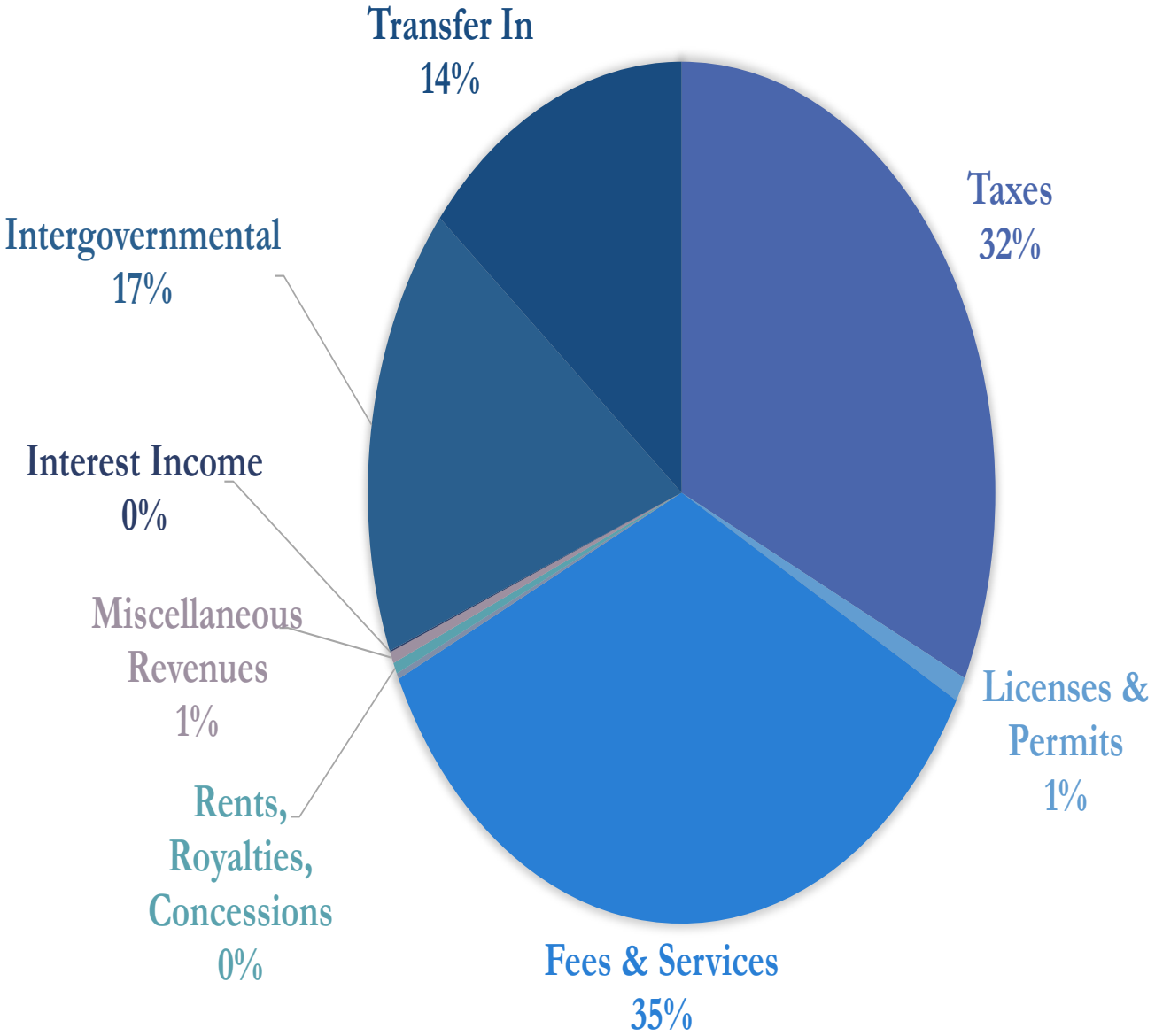
FY21 Budgeted Expenditures
General Fund- By Department

- Public Works funded by the General Fund are - Admin, Airport, Engineering, Facilities Maintenance, MRC, Parks, Streets and Drainage - which together make up 18% of General Fund expenditures



FY21 Budgeted Revenue- All Funds

- The FY21 budget continues the trend of the City's reliance on Gross Receipts Tax revenue as the single largest revenue source making up 25% of the All Funds revenue

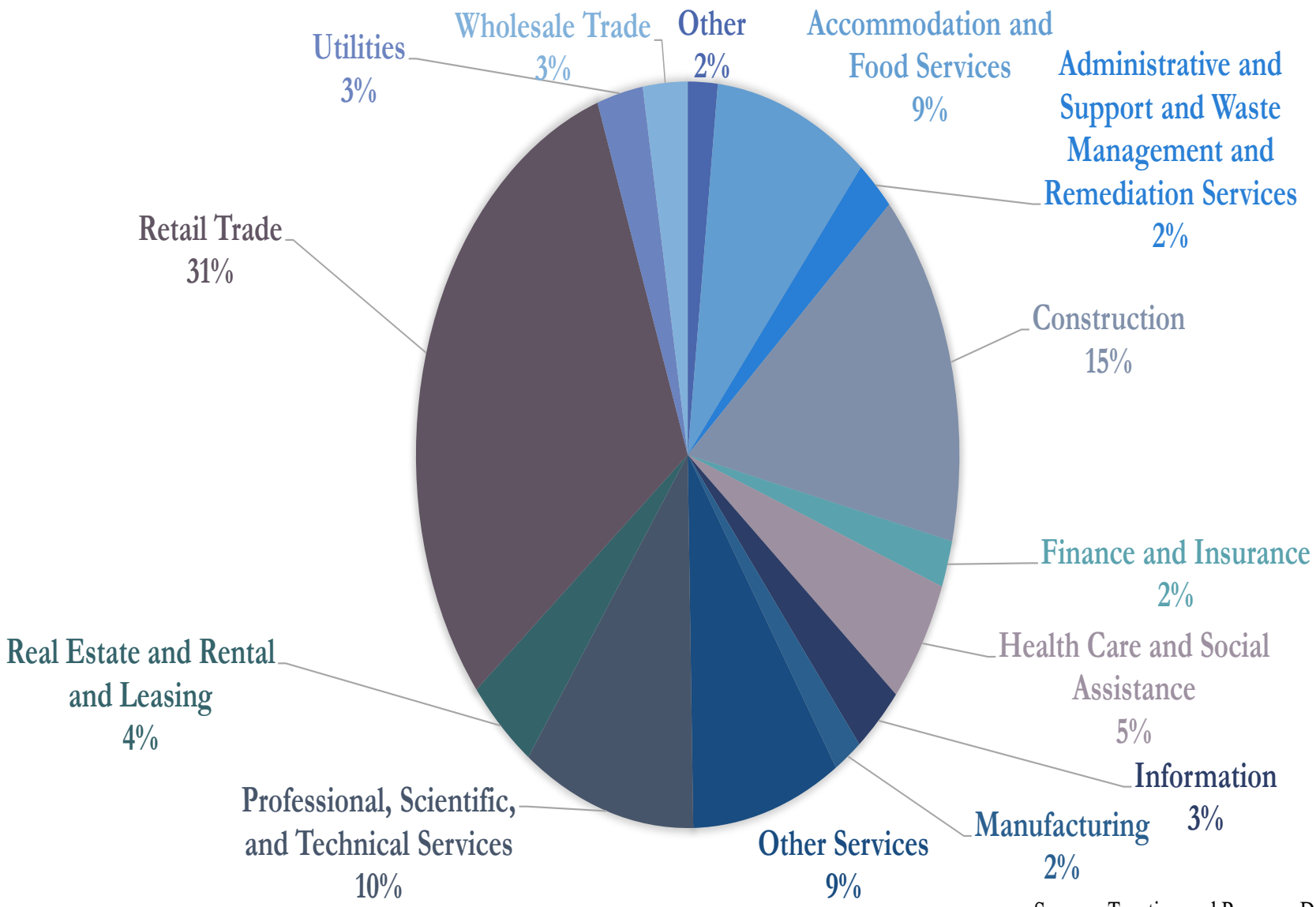


- Due to the economic recession, the City relied on using cash reserves, to balance the FY21 budget.

- The FY21 budget ensures general fund reserves meet the 10% reserve level to enable the City to manage through any revenue fluctuations in FY21 and maintain fiscal responsibility.

Taxable Gross Receipts by Sector

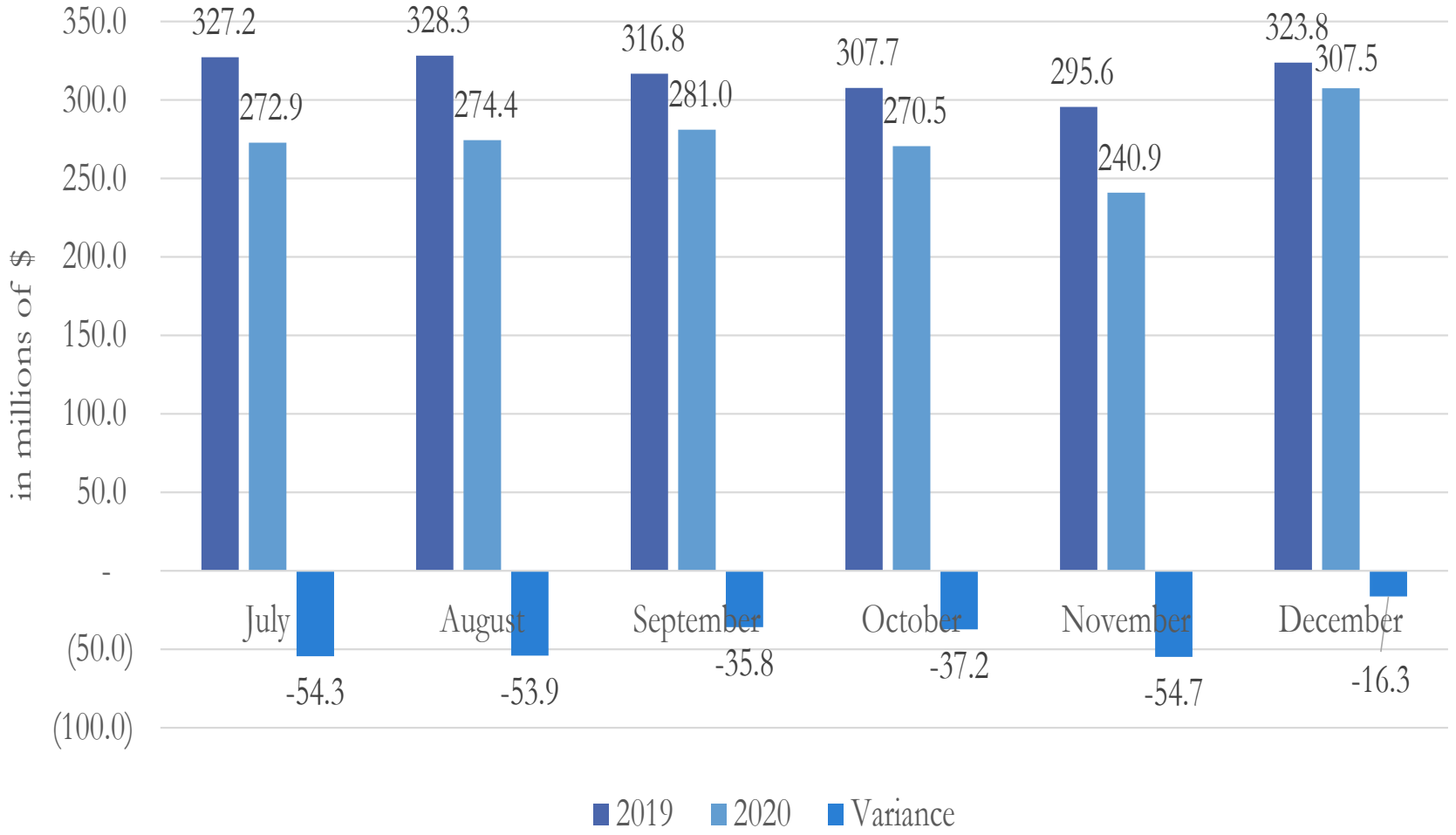
- Retail Trade at 31% and Construction at 15% are the largest taxable gross receipts sectors in Santa Fe



Source: Taxation and Revenue Department

FY21 Taxable Gross Receipts

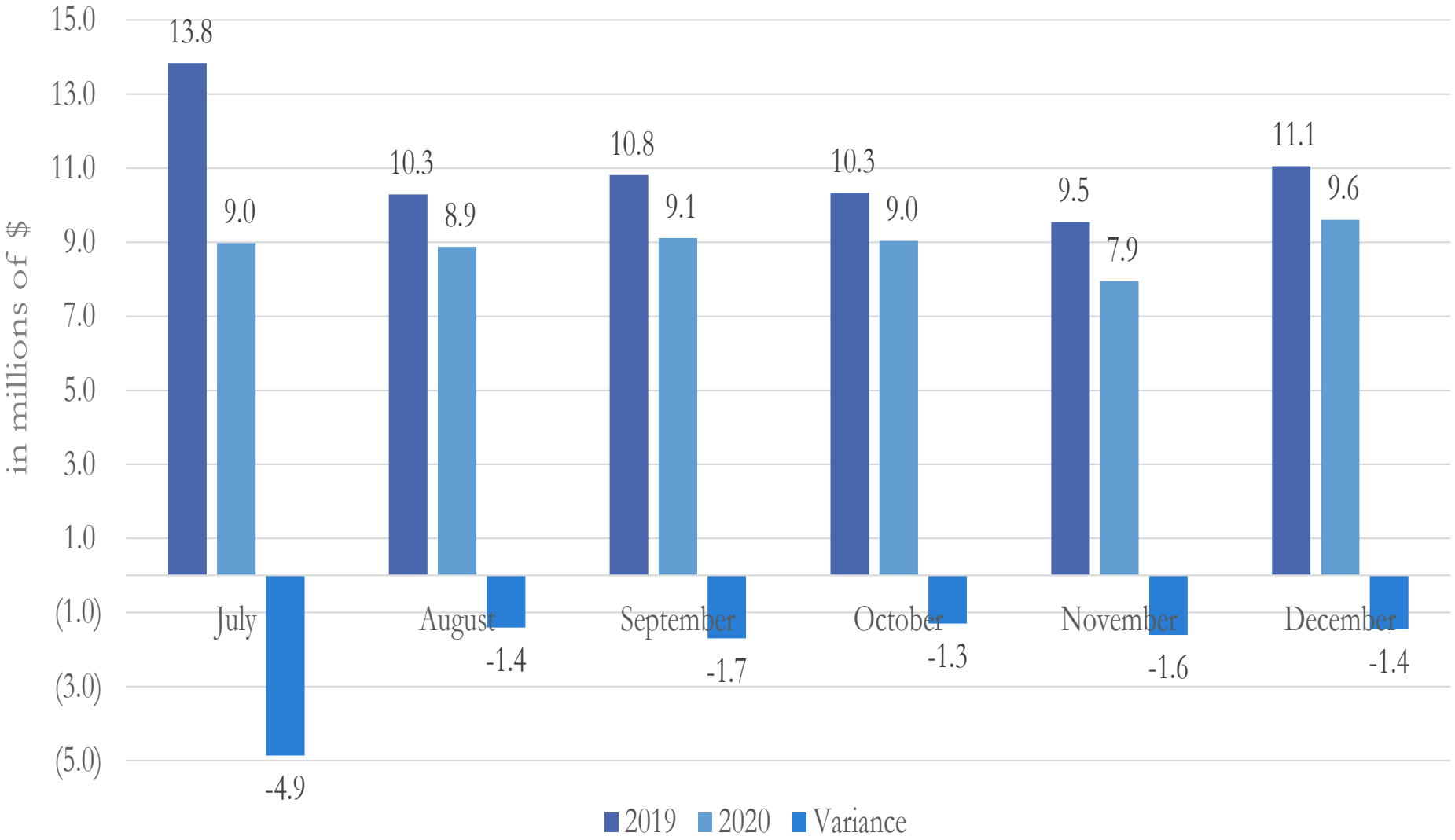
- Taxable gross receipts for businesses in Santa Fe fell by 13% or $252 million during the July to December 2020 when compared to the same period in 2019



Source: Taxation and Revenue Department

FY21 Actual GRT Revenue – July - December

- Gross Receipts Tax Revenue for the City of Santa Fe fell by 19% or $12.3 million during July – December 2020 when compared to the same period in 2019



Source: Taxation and Revenue Department

Public Comment on FY22 Budget Priorities

Budgets reflect civic values and priorities.

- Do you have ideas for advancing the City's bold sustainability goals? For public health and safety? For equity?
- City government strives to be increasingly user-friendly; do you have ideas for streamlining operations and enhancing services?
- The next budget will be designed in part to boost the recovery from the pandemic. What particular investments will have the most impact?
- What sort of quality-of-life investments you would like to see?

FY22 Finance Committee - Budget Hearing Schedule

All Finance Committee Budget Hearings will begin at 1pm and be available for viewing on the City of Santa Fe's YouTube channel

- Tuesday, April 13, 2021
- Wednesday, April 14, 2021
- Thursday, April 15, 2021
- Tuesday, April 20, 2021
- Wednesday, April 21, 2021
- Thursday, April 22, 2021
- Tuesday, April 27, 2021

Governing Body Meeting –Evening Session on Wednesday, April 28, 2021

- Members of the public will be able to view, listen, and comment at the April 28th meeting during the public hearing portion, which starts no earlier than 6 p.m.